

CAROLYN SELLERS

NO. DC-18-10455

TINSTAR TITLE INC. d/b/a TinStar,
Litigation Support and Title, § IN THE DISTRICT COURT
Plaintiff, §
v. § DALLAS COUNTY, TEXAS
LINEBARGER GOOGAN BLAIR &
SAMPSON, LLP, §
Defendant. § 44TH DISTRICT COURT

**DEFENDANT LINEBARGER GOOGAN BLAIR & SAMPSON, LLP'S
FIRST AMENDED PLEA TO THE JURISDICTION**

TABLE OF CONTENTS

I.	PRELIMINARY STATEMENT	1
II.	FACTUAL AND PROCEDURAL BACKGROUND	3
	A. Linebarger	3
	B. The construct for tax delinquency suits.	3
	1. Who may take actions in aid of tax collection.	4
	2. What must be done to file a tax delinquency lawsuit.	5
	3. How funds from delinquent tax collection activities are distributed.	5
	C. Linebarger's contract with Dallas County.....	7
	D. The <i>Nail Road 1</i> litigation.	8
	E. This litigation.....	11
III.	ARGUMENTS AND AUTHORITY	13
	A. Sovereign Immunity.	13
	B. Actions taken in connection with the collection of taxes are governmental actions by definition entitled to immunity.	14
	C. The "governmental function" definitions are dispositive irrespective of whether a claim sounds in contract or tort.....	16
	D. Linebarger is an agent of the taxing units and is entitled to governmental immunity.	21
	E. Linebarger's contracts with Dallas County shows that it was acting within the scope of its agency for purposes of TinStar's allegations.	25
	F. Dallas county mandates that its vendors utilize M/WBE business and directed Linebarger's actions regarding the same.....	27
	G. Linebarger's immunity has not been waived.....	28
	H. TinStar's claims are not ripe and the court does not have jurisdiction over them.	29
IV.	CONCLUSION.....	30

TABLE OF AUTHORITIES

CASES:

<i>Black v. Baker,</i> 130 Tex. 454 (1938)	15
<i>Boeing Co. v. Paxton,</i> 466 S.W.3d 831 (Tex. 2015)	7
<i>Brown & Gay Eng'g, Inc. v. Olivares,</i> 461 S.W.3d 117 (Tex. 2015)	23, 24
<i>Bull v. U.S.,</i> 295 U.S. 247 (1935)	1
<i>Celandese Corp. v. Sahagun,</i> No. 05-16-00868-CV, 2017 WL 3405186 (Tex. App.—Dallas Aug. 9, 2017, pet. denied)	23
<i>City of Houston v. First City,</i> 827 S.W.2d 462 (Tex. App.—Houston [1st Dist.] 1992, writ denied) 3, 29	<i>passim</i>
<i>City of Houston v. Williams,</i> 353 S.W.3d 128 (Tex. 2011)	29
<i>City of Lancaster v. White Rock Commercial, LLC,</i> No. 05-17-00583-CV, 2018 WL 6716932 (Tex. App.—Dallas Dec. 21, 2018, no pet.)	17
<i>City of Merkel v. Copeland,</i> 561 S.W.3d 720 (Tex. App.—Eastland, Oct. 18, 2018, pet. filed)	17, 18
<i>City of Plano v. Homoky,</i> 294 S.W.3d 809 (Tex. App.—Dallas 2009, no pet.)	17, 18
<i>City of San Antonio v. Butler,</i> 131 S.W.3d 170 (Tex. App.—San Antonio 2004, pet. denied)	19
<i>City of Westworth Village v. City of White Settlement,</i> 558 S.W.3d 232 (Tex. App.—Fort Worth 2018)	17, 18
<i>Dow Chem. Co. v. Benton,</i> 357 S.W.2d 565 (Tex. 1962)	21
<i>Engelman Irrigation Dist. v. Shields Bros., Inc.,</i> 514 S.W.3d 746 (Tex. 2017)	13

<i>First Bank v. Brumitt</i> , 519 S.W.3d 95 (Tex. 2017).....	27
<i>Foster v. Teacher Ret. Sys.</i> , 273 S.W.3d 883 (Tex. App.—Austin 2008, no pet.).....	24, 25
<i>Garner v. Fidelity Bank</i> , 244 S.W.3d 855 (Tex. App.—Dallas 2008, no pet.).....	27
<i>Gavenda v. Strata Energy, Inc.</i> , 705 S.W.2d 690 (Tex. 1986).....	22
<i>GTECH Corp. v. Steele</i> , 549 S.W.3d 768 (Tex. App.—Austin 2018, pet. filed).....	23, 24, 25
<i>Guajardo v. Linebarger Goggan Blair & Sampson, L.L.P.</i> , No. 04-04-00211-CV, 2005 WL 954321 (Tex. App.—San Antonio April 27, 2005, pet. denied)	15
<i>Gusma Props., L.P. v. Travelers Lloyds Ins. Co.</i> , 514 S.W.3d 319, (Tex. App.—Houston [14th Dist.] 2016, no pet.).....	21
<i>Hall v. McRaven</i> , 508 S.W.3d 232 (Tex. 2017).....	13
<i>Hosner v. DeYoung</i> , 1 Tex. 764 (1847).....	13
<i>Iraheta v. Linebarger Goggan Blair & Sampson, L.L.P.</i> , 734 Fed. Appx. 216 (5th Cir. 2018).....	16
<i>Jenkens & Gilchrist v. Riggs</i> , 87 S.W.3d 198 (Tex. App.—Dallas 2002, no pet.).....	21
<i>Lubbock Cnty. Water Control and Improvement Dist. v. Church & Akin, L.L.C.</i> , 442 S.W.3d 297 (Tex. 2014).....	13
<i>M.E.N. Water Supply Corp. v. City of Corsicana</i> , No. 10-16-00364-CV, 2018 WL 5986953 (Tex. App.—Waco Nov. 14, 2018, pet. filed).....	17, 18
<i>Mary E. Bivins Foundation v. highland Capital Mgmt.</i> , 451 S.W.3d 104 (Tex. App.—Dallas 2014, no pet.).....	22
<i>Nazari v. State</i> , 561 S.W.3d 495 (Tex. June 22, 2018)	13, 28

<i>Patterson v. Planned Parenthood of Houston and Southwest Texas, Inc.,</i> 971 S.W.2d 439 (Tex. 1998).....	30
<i>Ross v. Linebarger, Goggan, Blair & Sampson, L.L.P.,</i> 333 S.W.3d 736 (Tex. App.—Houston [1st Dist] 2010, no pet.).....	15, 25
<i>S & H Mktg. Grp., Inc. v. Sharp,</i> 951 S.W.2d 265 (Tex. App.—Austin 1997, no writ)	14
<i>Sampson v. Univ. of Tex.,</i> 500 S.W.3d 380 (Tex. 2016).....	29
<i>State Bar of Tex. v. Gomez,</i> 891 S.W.2d 243 (Tex.1994).....	29
<i>Tactical Air Defense Servs., Inc. v. Searock,</i> 398 S.W.3d 341 (Tex. App.—Dallas 2013, no pet.).....	21
<i>Tex. Bay Cherry Hill, L.P. v. City of Fort Worth,</i> 257 S.W.3d 379 (Tex. App.—Fort Worth 2008, no pet.).....	17
<i>Tex. Dep’t of Parks and Wildlife v. Miranda,</i> 133 S.W.3d 217 (Tex. 2004).....	13
<i>Tex. Natural Res. Conservation Comm’n. v. IT-Davy,</i> 74 S.W.3d 849 (Tex. 2002).....	28
<i>Tex. River Barges v. City of San Antonio,</i> 21 S.W.3d 347 (Tex. App.—San Antonio 2000, pet. denied).....	18
<i>Tooke v. City of Mexia,</i> 197 S.W.3d 325 (Tex. 2006).....	14, 28
<i>Triple BB, LLC v. Village of Briarcliff,</i> No. 03-17-00149-cv, 2018 WL 6715272 (Tex. App.—Austin Dec. 21, 2018).....	17, 18
<i>Vick v. Floresville Independent School District,</i> 505 S.W.3d 24 (Tex. App.—San Antonio 2016, pet. denied).....	15, 20
<i>Waco Indep. School Dist. v. Gibson,</i> 22 S.W.3d 849 (Tex. 2000).....	29
<i>Wakefield v. Ayers,</i> No. 01-14-00648-CV, 2016 WL 4536454.....	21

Wasson Interest, Ltd. v. City of Jacksonville,
559 S.W.3d 142 (Tex. 2018).....16, 17, 18, 20

Wasson Interests, Ltd v. City of Jacksonville,
489 S.W.3d 427 (Tex. 2016).....13, 14, 28

Welch v. Milton,
185 S.W.3d 586 (Tex. App.—Dallas 2006, pet. denied).....23

STATUTES:

TEX. CIV. PRAC. & REM. CODE ANN. § 101.055	14, 20, 21
TEX. Civ. Prac. & Rem. Code § 101.021	14, 17, 20, 29
TEX. CONST. art. 1, § 3.....	3
TEX. Const. art. XI, § 13.....	14
TEX. PROP. TAX CODE § 6.30	4, 15
TEX. PROP. TAX CODE § 11.01	3
TEX. PROP. TAX CODE § 23.12	5
TEX. PROP. TAX CODE § 32.01	4
TEX. PROP. TAX CODE § 33.07	7
TEX. PROP. TAX CODE § 33.41	4
TEX. PROP. TAX CODE § 33.43	5, 19
TEX. PROP. TAX CODE § 33.48	6, 7
TEX. PROP. TAX CODE § 33.49	5
TEX. PROP. TAX CODE § 34.01	5
TEX. PROP. TAX CODE § 34.02	6, 7
TEX. PROP. TAX CODE § 41.66	5
Texas Local Government Code Section 271.152	29
TEXAS PROP. TAX CODE § 6.30	15

RULES:

TEX. DISCIPLINARY R. PROF. CONDUCT 2.01	22, 25
TEX. R. CIV. P. 7	3, 15, 16

I. PRELIMINARY STATEMENT

“[T]axes are the lifeblood of government, and their prompt and certain availability an imperious need.” *Bull v. U.S.*, 295 U.S. 247, 259 (1935). For the County of Dallas and other relevant taxing entities, property taxes fund police protection, education, infrastructure support, health, water and sanitation services, and medical care. Sometimes, property owners do not pay their property tax obligations as required by law. If efforts to settle the matter fail, the taxing entity may file suit to recover the government’s property taxes. Like any other institutional litigant, the Texas taxing authorities must have an attorney to prosecute their rights in court.

Linebarger Goggan Blair & Sampson, LLP (“Linebarger”) is a firm of attorneys that fulfills that governmental function. Like any other Texas lawyer, the attorneys at Linebarger have fiduciary duties to their clients as well as those detailed by the Texas Disciplinary Rules of Professional Conduct. In addition to these legal constraints, Linebarger is obligated to Dallas County to obtain title abstracting work prior to filing suit to recover delinquent property taxes. Dallas County also mandates that Linebarger “shall” utilize Minority and Women-owned Businesses (“M/WBE’s”) as part of their representation of the County.

TinStar Title Inc. (“TinStar”), however, sued Linebarger for refusing to submit the affidavits of Sandra Daus after Linebarger learned that TinStar was no longer a M/WBE and that Ms. Daus did not do the work she swore to in many of her affidavits. TinStar alleges Linebarger must pay its court costs on every account for which TinStar claims it worked—regardless of how old the underlying lawsuits are or whether they were successful, nonsuited, or sent to bankruptcy—despite Ms. Daus’s testimony that Linebarger never did

so in the past. All of this is pursuant to an alleged “oral contract” that Ms. Daus admits was never formally made.

While relevant for context, the merits are not properly before the Court. Linebarger is entitled to governmental immunity for its actions acting as the government in connection with the collection of taxes, one of the types of governmental actions specifically defined by the Texas Tort Claims Act (“TTCA”). This definition supplies immunity whether the underlying claims sound in tort or in contract. Indeed, courts have held they have “no discretion” to consider whether tax collection activities are “governmental” and protected by immunity. And multiple appellate courts have held that governmental immunity applies to Linebarger and its predecessor firms.

Linebarger is indisputably an agent of the taxing entities for its work in connection with the collection of delinquent taxes. It has extra-contractual duties to its clients that arise out of the attorney-client relationship that exceed those in the general independent contractor context. For that reason, both the supreme court and multiple appellate courts have applied a different analysis to attorney-agents, because control is a relevant but not conclusive consideration for agency. Moreover, while other courts have found it unnecessary to examine Linebarger’s contract in finding it immune, a review of its contract with Dallas County and Dallas County’s M/WBE policy shows exactly the type of control that establishes immunity in even the general contractor context.

Linebarger’s governmental immunity has not been waived. The torts asserted by TinStar are explicitly outside the bounds of the waiver in the TTCA. The “contract” asserted by TinStar also fails to effectuate waiver—because it is not written and does not state its essential terms, it falls outside the waiver blessed by the Legislature.

Finally, even if Linebarger were not entitled to immunity from this suit, TinStar’s alleged claims are not ripe. By TinStar’s admissions, payment to TinStar is not due until after a final judgment is entered or court costs are paid by a taxpayer and a case is dismissed. TinStar admits that many of its alleged claims are still conditional on the results of pending lawsuits or could be paid out of funds received (if any) pursuant to existing judgments. Because those claims are based on contingent facts, resolution of them would be an advisory opinion over which the Court lacks subject-matter jurisdiction. For this independent reason, this case should be dismissed.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Linebarger.

Linebarger is a law firm whose practice is dedicated to the collection of delinquent accounts receivable for governmental entities, including delinquent property taxes. Affidavit of Pamela P. Johnson (“Johnson Aff.”) ¶ 2. Additional revenue recovered by Linebarger for its clients helps fund essential public services, such as police and fire protection, education, and roads, to name a few. *Id.* ¶ 3. Because “[a] governmental entity can appear in the courts only by and through an attorney,” Linebarger appears on behalf of the taxing authorities and obtains tax warrants, files lawsuits, makes appearances, and forecloses on underlying real estate. *City of Houston v. First City*, 827 S.W.2d 462, 481 (Tex. App.—Houston [1st Dist.] 1992, writ denied) (citing Tex. R. Civ. P. 7); Johnson Aff. ¶ 4.

B. The construct for tax delinquency suits.

Unless exempted by law, each year all real property in the State of Texas is subject to taxation. TEX. CONST. art. 1, § 3; TEX. PROP. TAX CODE § 11.01(a). A tax lien attaches automatically by law on January 1 of each year, before taxes are assessed and imposed.

TEX. PROP. TAX CODE § 32.01(a). Generally, tax bills are delivered by the local tax assessor in October of each tax year, and the taxpayer pays its taxes without penalty or interest through January 31 of the following year. *Id.* §§ 31.01(a), 31.02(a). On February 1, any unpaid balance accrues interest and penalties. *Id.* § 33.01(a).

On July 1, the local tax assessor “turns over” the delinquent accounts to Linebarger for collection. Johnson Aff. ¶ 5. If phone calls, site visits, letters, and other efforts do not result in the collection of the outstanding balance, the Tax Code authorizes taxing units to file a lawsuit to seek collection and, if necessary, enforce its tax lien. *Id.* ¶ 4; TEX. PROP. TAX CODE § 33.41(a) (“a taxing unit may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both”).

1. *Who may take actions in aid of tax collection.*

The Texas Property Tax Code expresses legislative intent that taxing authorities may utilize outside counsel in collecting taxes to allow for more uniformity in collection rates. First, it provides that the “county attorney or, if there is no county attorney, the district attorney shall represent the county to enforce the collection of delinquent taxes if the commissioners court does not contract with a private company as provided by Subsection (c) of this section.” TEX. PROP. TAX CODE § 6.30(a). Subsection (c) provides that the “governing body of a taxing unit may contract with any competent attorney to represent the unit to enforce the collection of delinquent taxes.” *Id.* § 6.30(c). Notably, both provisions provide verbatim delegations of legislative authority for both government and private attorneys: “to enforce the collection of delinquent taxes.”

Other provisions also specifically authorize only the taxing authority or its attorneys or agents to take actions to collect delinquent taxes. *Id.* § 23.1242(n) (penalties shall be enforced by “[t]he collector, the collector’s designated agent, or the county or district attorney”); § 33.045(a) (setting for requirements for tax bills sent by “a taxing unit or an attorney or other agent of a taxing unit”); § 34.01 (“authorized agent or attorney” of taxing unit directs the officer to sell foreclosed property); § 41.66 (“A taxing unit may appear by designated agent” at hearings). The statutory scheme thus makes clear that only taxing units and their agents can exercise these essential duties.

2. What must be done to file a tax delinquency lawsuit.

Prior to filing a lawsuit, the taxing unit must determine the name, identity, and location of each person or entity that has an interest in the underlying real property. Johnson Aff. ¶ 6. These individuals or entities are identified through “title work” or “abstracting,” a process that entails, among other things, reviewing the deed records, probate records, court records and other public records. *Id.* This information must be included in a “petition initiating suit to collect a delinquent property tax.” TEX. PROP. TAX CODE § 33.43(a)(8). As discussed below, Linebarger is contractually obligated to perform this work for Dallas County and is expressly provided the right to subcontract its abstracting work, subject to its obligation to ensure the competency of its subcontractors.

3. How funds from delinquent tax collection activities are distributed.

Because the taxing entity is suing in its courts, certain administrative burdens are removed. The taxing entity is not required to pay court costs to file its lawsuit, “including any fees for service of process or electronic filing.” TEX. PROP. TAX CODE § 33.49(a). That is because, upon recovery, the “taxing unit is entitled to recover … (1) all usual court costs,

including the cost of serving process and electronic filing fees [which are] payable to the clerk of the court.” *Id.* §§ 33.48(a)(1), (d)(1). Included in those costs are “reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due,” otherwise referred to as abstracting or title work. If the judgment is paid before tax sale, the amounts are payable to the clerk of court out of any judgment. *Id.* §§ 33.48(a)(4), (d)(1).

If, however, judgment is entered and unpaid, the sheriff of Dallas County conducts a tax sale and recovers proceeds from a successful bidder. The sheriff retains his or her lawful amount and deposits the remaining balance into the registry of the district clerk. From these amounts, the district clerk distributes the proceeds as mandated by Section 34.02:

- (1) the costs of advertising the tax sale;
- (2) any fees ordered by the judgment to be paid to an appointed attorney ad litem;
- (3) the original court costs payable to the clerk of the court;
- (4) the fees and commissions payable to the officer conducting the sale;
- (5) the expenses incurred by a taxing unit in determining necessary parties and in procuring necessary legal descriptions of the property if those expenses were awarded to the taxing unit by the judgment under Section 33.48(a)(4);
- (6) the taxes, penalties, interest, and attorney’s fees that are due under the judgment; and
- (7) any other amount awarded to a taxing unit under the judgment.

“The amount included under each subdivision of Subsection (b) must be fully paid before any of the proceeds may be applied to the amount included under a subsequent

subdivision.” *Id.* Thus, Linebarger is paid, if at all, only after the costs and fees in subdivisions (1) through (5) are approved and paid.¹ *Id.* §§ 33.48, 34.02.

In either circumstance, abstracting or title costs must be part of a judgment or court order: (1) awarding recovery; and (2) authorizing payment under the requirements outlined in the Texas Property Tax code. No court has ever ordered Linebarger to pay TinStar for abstracting work—Linebarger acts as an attorney for the taxing entities and is not a party. Nor is Linebarger authorized to receive court costs or to distribute the proceeds from such cases and is not, and has never been, a part of the process statutorily delegated to the clerk. It is for those costs of court that TinStar sues Linebarger.

C. Linebarger’s contract with Dallas County.

Linebarger is contractually² obligated to Dallas County³ to file suit on its behalf where appropriate to collect delinquent taxes and is explicitly delegated the responsibility to obtain all necessary address and title research. *Id.* ¶¶ 3, 4, 6. Dallas County “agree[d] to employ” Linebarger for “the collection of all delinquent taxes, penalty and interest owing to the

¹ The “penalties, interest, and attorney’s fees” under this subdivision include costs added to the delinquent amounts to “defray the cost of collection,” which is only paid to Linebarger if it remains after payment of subsections (1) through (5). TEX. PROP. TAX CODE § 33.07.

² Linebarger’s contracts with the taxing authorities contain confidential business information including competitive bidding information, the public disclosure of which would harm Linebarger’s business. Linebarger Aff. ¶ 3. Section 552.104(a) of the Government Code exempts from public disclosure “information that, if released, would give advantage to a competitor or bidder.” *Boeing Co. v. Paxton*, 466 S.W.3d 831, 842 (Tex. 2015). Linebarger has separately moved to seal its contract and refers herein to the bates numbers supplied on those documents.

³ Dallas County is a central taxing authority that collects taxes for Dallas County; multiple cities including Addison, Richardson, Dallas, and Irving; multiple school districts such as Dallas, Cedar Hill, and Coppell, and at least 45 Special Districts. *See* Jurisdictions (available at <https://www.dallascounty.org/department/tax/jurisdictions.php>) (last visited Feb. 18, 2019).

County.” LNBGR000233. Linebarger is obligated to “provide all necessary address research and [is] responsible for locating delinquent taxpayers” and may subcontract that necessary function. LNBGR000234; LNBGR000238. Linebarger must “provide or obtain real property title abstract before filing suit.” *Id.* Linebarger “shall perform litigation responsibilities and protect County’s legal remedies including appeals, preparation of legal papers required for Sheriff’s sales, post-judgment discovery, and other actions to collect the delinquent taxes.” LNBGR000235.

Linebarger is obligated to make “progress reports on all phases of this contract to County on request.” LNBGR000236. Linebarger is subject to audit and inspection rights. LNBGR000250-51. It must ensure all persons “who perform services under this Contract ... **be fully qualified and competent to perform the services required.**” LNBGR000238; LNBGR000245 (emphasis added). The County retains legal control over all the work: “All legal activity of LINEBARGER HEARD may be reviewed by the County District Attorney for his advice or opinion as needed. In case of a dispute concerning a matter of law between LINEBARGER HEARD and the County District Attorney, the opinion of the District Attorney will be binding.” LNBGR000240.

D. The *Nail Road 1* litigation.

On March 2, 2017, Linebarger filed suit on behalf of Dallas County and other taxing units against Nail Road 1 LP, et. al for non-payment of delinquent taxes. *See* Ex. A (Original Pet.). That lawsuit included Steven M. Strong, an attorney, as defendant. *Id.* “Sandra Daus of Tin Star Litigation Support & Title (“TST”)” filed an affidavit “based on personal knowledge of each of the facts set forth” therein in the *Nail Road* litigation. *See* Ex. B. Ms. Daus claimed a “fee for said service” of \$3,850. *Id.*

Mr. Strong subsequently served a subpoena on Ms. Daus aimed at challenging her claim for costs. *See Ex. C.* Ms. Daus was deposed on June 16, 2017. According to Ms. Daus, “in 2007 [she] decided to see if [she] could do this abstracting on the side. And [she] created TinStar, met with a law firm [Linebarger] and started to do work for them.” *See Ex. D* at 61:5-13. From the beginning, Ms. Daus knew the services to be provided were for lawsuits. *Id.* at 64:8-17. She always knew she would “get paid through the courts,” she in fact “never received a payment from Linebarger,” and received payment as a check “from the clerk’s office.” *Id.* at 64:8-17, 88:8-17, 88:22-24, 88:25-89:11, 93:13-20. Fatal to her breach of contract claims here, she admitted “there was not a contract formally made between the law firm [Linebarger] and myself.” *Id.* 9:6-9.

Even more troubling, Ms. Daus testified that she did not have the personal knowledge she swore to in her affidavit, because “all the abstracts – the orders that [she got] from Linebarger, those orders, that abstracting work is done by [TST employees] Steven and Miranda.” *Id.* at 98:14-18. Ms. Daus further testified:

- Q. The work that went into the affidavit marked as Exhibit 4, you didn’t really do yourself, either, did you?
- A. The abstract?
- Q. Correct.
- A. Correct.

Id. at 123:4-9. She had no idea how any of that abstracting work was done by her employees. *Id.* at 164:2-24. This was fatal to the affidavit she filed in the *Nail Road* litigation.

Also troubling to Linebarger was Ms. Daus’s testimony regarding the owners of TinStar Title, Inc. She “forgot” to mention one of the three owners, who is paid about \$65,000

yearly, because she had “a bad relationship with him and [she didn’t] think of him very often.” *Id.* at 110:13-112:18. The following questioning is illustrative:

Q. And why didn’t you mention Dan’s name earlier in that question?

A. Again, because I have a bad relationship with him. I don’t think of him as much a part of what I do.

Q. So based upon how you have a relationship with him determines how you give answers under oath in this deposition?

A. It shouldn’t but –

Q. But it has?

A. -- it did.

Q. Does he have access to the bank account at Chase that the money comes into from the clerks?

A. Yes, he does.

Q. So that’s another question that you answered incorrect?

A. Correct. I mean, it wasn’t intentional, but I did not answer it correctly again.

Id. at 113:19-114:18. She later testified her ownership of TinStar was an “even divide” with two previously-undisclosed white males and established beyond doubt that TinStar was not a M/WBE.

This was particularly troubling because Linebarger relied upon Ms. Daus’s representations that “TinStar” was a minority/woman-owned business (“M/WBE”) when beginning its referral association. Johnson Aff. ¶ 7. Linebarger was unaware of TinStar’s new ownership structure that diluted its M/WBE status until it heard Ms. Daus’s testimony. It is the “policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County’s procurement of goods.” *see* Ex. E (M/WBE

Specifications). Indeed, “[a]ll vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County **shall** support, encourage, and implement affirmative steps towards our common goal of establishing equal opportunity for all citizens of Dallas County.”⁴ TinStar’s new ownership structure thus put Linebarger in conflict with Dallas County’s policy.

Shortly thereafter, Mr. Strong filed an affidavit in the *Nail Road 1* litigation. *See* Ex. G. He swore that “Daus testified that (i) she did not perform any of the work or services represented in the Daus Affidavit; (ii) she does not know how the amount(s) for the fees requested in the Daus Affidavit are/were determined or set or calculated, or what factors were or are used to set or establish the amount of fees requested in the Daus Affidavit” *Id.* ¶ 6. Linebarger thus had confirmation from an independent third-party that Ms. Daus’s affidavits were subject to attack based upon her qualifications and competency.

Once Linebarger learned that Ms. Daus’s affidavits and testimony were (at best) not credible and that TinStar was no longer an M/WBE, it refused to continue to submit them and risk violating its ethical and contractual obligations. Johnson Aff. ¶ 8.

E. This litigation.

TinStar filed a request for a Rule 202 Petition on January 12, 2018 in Dallas County. *See* Ex. F ¶ 3. Contrary to Ms. Daus’s testimony, TinStar alleged it “has had a long-term continuing contract with Linebarger to perform title work on behalf of Linebarger.” *Id.* ¶ 11. TinStar alleged “when Linebarger would file suit to collect on unpaid taxes, Linebarger had

⁴ <https://www.dallascounty.org/Assets/uploads/docs/purchasing/Purchasing-Manual-OCT-2016-CLEAN.pdf> (last visited Feb. 22, 2019) at Section 17 (emphasis added).

TinStar do a detailed abstract of the property to ensure that they had the correct property owner and to determine if there were lienholders who needed to be contacted prior to Linebarger instituting the foreclosure and potential sheriff's sale of the property subject to the delinquent taxes." *Id.* ¶ 12. According to TinStar, "[w]hen Linebarger would resolve the matter either by settlement or judgment, then Linebarger was obligated to ensure that TinStar was paid \$350 per property from the courts or from the owner of the property. TinStar is paid only if the [sic] Linebarger is successful in pursuing its suit." *Id.* ¶ 13.

Despite not taking the deposition or discovery ordered in the 202 Proceeding, TinStar filed suit on August 7, 2018 and amended its Original Petition on October 16, 2018. TinStar's current live petition is its Third Amended Original Petition, filed November 15, 2018.

TinStar's theory has remained consistent through the various iterations of its petitions. All of the services TinStar allegedly provided Linebarger were in connection with litigation. *See* 3d Am. Pet. ¶¶ 12, 13. "TinStar [was] paid only when Linebarger collected the unpaid taxes and costs" after a matter was resolved "by settlement or judgment." *Id.* ¶ 13. Damages are allegedly owed, however, because "Linebarger is interfering with TinStar's rights to being paid, is voiding TinStar's affidavits, eliminating TinStar's right to payment and affixing affidavits by individuals at Linebarger to improperly seize the funds due and owing to TinStar." *Id.* ¶ 16. TinStar asserts claims for breach of contract, tortious interference with the contractual rights of TinStar, breach of fiduciary duty owed to TinStar, conspiracy to commit fraud, fraud, and knowing participation in a breach of fiduciary duty. *Id.* ¶ 18. All of these claims—as is apparent from the factual allegations purportedly supporting them—seek

to recover for Linebarger’s actions taken on behalf of the taxing authorities, and sovereign immunity bars them.

III. ARGUMENTS AND AUTHORITY

A. Sovereign Immunity.

“Two years after Texas joined the Union, this Court recognized the doctrine of sovereign immunity: ‘no state can be sued in her own courts without her consent, and then only in the manner indicated by that consent.’” *Wasson Interests, Ltd v. City of Jacksonville*, 489 S.W.3d 427, 431 (Tex. 2016) (“*Wasson I*”) (quoting *Hosner v. DeYoung*, 1 Tex. 764, 769 (1847)). Texas’s “sovereignty is inherent in its statehood” and counties, municipalities, school districts, and other political subdivisions of the state “share in the state’s inherent immunity.” *Id.* at 429-30. “‘Sovereign immunity’ protects the State and state-level governmental entities, while ‘governmental immunity’ protects political subdivisions of the State.” *Lubbock Cnty. Water Control and Improvement Dist. v. Church & Akin, L.L.C.*, 442 S.W.3d 297, 300 n.4 (Tex. 2014). “The two doctrines are otherwise the same, and courts often use the terms interchangeably.” *Id.*

“Sovereign immunity from suit implicates a court’s subject-matter jurisdiction because it recognizes the courts’ limited authority over the sovereign creating them.” *Nazari v. State*, 561 S.W.3d 495, 500 (Tex. June 22, 2018) (quoting *Engelman Irrigation Dist. v. Shields Bros., Inc.*, 514 S.W.3d 746, 755 (Tex. 2017); *Hall v. McRaven*, 508 S.W.3d 232, 238 (Tex. 2017)) (internal quotations omitted). Sovereign immunity “is properly asserted in a plea to the jurisdiction.” *Tex. Dep’t of Parks and Wildlife v. Miranda*, 133 S.W.3d 217, 225-26 (Tex. 2004).

B. Actions taken in connection with the collection of taxes are governmental actions by definition entitled to immunity.

Governmental immunity is derivative of sovereign immunity and applies when a governmental unit or agent is acting pursuant to a governmental, rather than proprietary, function. *Wasson I*, 489 S.W.3d at 430. If the function is not defined by the legislature as governmental, distinguishing between the two “is not necessarily a ‘clear’ task; multiple opinions ‘point out the difficulty in determining whether a function is proprietary or governmental.’” *Id.* at 438 (quoting *Tooke v. City of Mexia*, 197 S.W.3d 325, 343 (Tex. 2006)).

But when the function is defined by the legislature, the task is straight-forward. “[O]ur state constitution authorizes the legislature to ‘define for all purposes those functions of a municipality that are to be considered governmental and those that are proprietary, including reclassifying a function’s classification assigned under prior statute or common law.’” *Id.* (quoting Tex. Const. art. XI, § 13(a)). Indeed, “the legislature has exercised that authority by enacting the TTCA, which defines specific functions as proprietary or governmental.” *Id.* at 438-39 (citing TEX. CIV. PRAC. & REM. CODE § 101.0215). “Such democratic enactments” represent “the will of the people” and “the Texas judiciary has been [applying them] for more than 130 years.” *Id.* at 439. These “definitional tools” are “most important[.]” *Id.*

The Legislature provided definitional tools for this case. There is no waiver of immunity for a claim “arising … in connection with the assessment or collection of taxes by a governmental unit.” TEX. CIV. PRAC. & REM. CODE § 101.055 (emphasis added). Courts have thus long held that the “collection of taxes is undoubtedly a government function.” *S & H Mktg. Grp., Inc. v. Sharp*, 951 S.W.2d 265, 267 (Tex. App.—Austin 1997, no writ); *see also First City*, 827 S.W.2d at 480 (“Tax collections activity by a city or a school district is a

governmental function and not a proprietary function.”) (citing *Black v. Baker*, 130 Tex. 454, 458 (1938)).

“Tax collection is a governmental function, and the mere fact that the tax collection function has been assigned to a private law firm does not change the nature of the function from governmental to proprietary.” *First City*, 827 S.W.2d at 480. That is because “[u]nder section 33.41, the governmental entity must utilize the courts in order to enforce its rights to collect unpaid delinquent tax accounts. A governmental entity can appear in the courts only by and through an attorney.” *Id.* at 481 (citing TEX. R. CIV. P. 7). Multiple statutory provisions provide the authority to tax only to taxing authorities and their attorneys and agents. TEXAS PROP. TAX CODE §§ 6.30(c); 23.1242(n); 33.045(a); 34.01; 41.66. It simply “does not matter whether the attorney is a payroll employee of the governmental unit, or a private attorney,” imposing personal liability upon the lawyer “would be contrary to public policy.” *First City*, 827 S.W.2d at 481. The attorneys are acting *as the government* – because in litigation, only they can do so.

Multiple courts have applied these concepts to Linebarger and held that Linebarger is entitled to governmental immunity. The Court of Appeals in Houston held that Linebarger “can assert the governmental immunity enjoyed by the taxing entities.” *Ross v. Linebarger, Goggan, Blair & Sampson, L.L.P.*, 333 S.W.3d 736, 745 (Tex. App.—Houston [1st Dist] 2010, no pet.). The San Antonio Court of Appeals held the same. *Vick v. Floresville Independent School District*, 505 S.W.3d 24, 30 (Tex. App.—San Antonio 2016, pet. denied); *see also Guajardo v. Linebarger Goggan Blair & Sampson, L.L.P.*, No. 04-04-00211-CV, 2005 WL 954321, at *2 (Tex. App.—San Antonio April 27, 2005, pet. denied) (“Here, LGBS and Doggett were under contract to perform duties, *i.e.*, the collection of property taxes, that

otherwise would have to be performed by a governmental official who would be entitled to immunity.”). The Fifth Circuit Court of Appeals agrees—Linebarger is entitled to immunity because it “protects government officials sued in their official capacities and attorneys representing state taxing entities.” *Iraheta v. Linebarger Goggan Blair & Sampson, L.L.P.*, 734 Fed. Appx. 216, 219 (5th Cir. 2018).

The legislature has defined actions arising “in connection with the assessment or collection of taxes” as governmental functions. “Under section 33.41, the governmental entity must utilize the courts in order to enforce its rights to collect unpaid delinquent tax accounts. A governmental entity can appear in the courts only by and through an attorney.” *First City*, 827 S.W.2d at 481 (citing TEX. R. CIV. P. 7). The governmental entity and Linebarger are one and the same for purposes of immunity.

C. The “governmental function” definitions are dispositive irrespective of whether a claim sounds in contract or tort.

On October 5, 2018, the Texas Supreme Court addressed sovereign immunity in the context of contract claims. *See Wasson Interest, Ltd. v. City of Jacksonville*, 559 S.W.3d 142 (Tex. 2018) (“*Wasson II*”). It clarified that, in the governmental/proprietary context, “the focus belongs on the nature of the contract, not the nature of the breach.” *Id.* at 150. Then, the *Wasson II* court set forth a four-part test for evaluating undefined contractual activities “[b]ecause the Tort Claims Act does not enumerate leasing property as a governmental or proprietary function.” *Id.* at 150.

The four-part *Wasson II* test applies *only if* the accused function is not listed as governmental in the TTCA. Interpreting courts, including the Dallas Court of Appeals, made this clear:

- “If section 101.0215 [of the TTCA] had not identified those functions as either governmental or proprietary functions, we would apply a four-part test to determine whether they were governmental, as the Texas Supreme Court did in an opinion issued after submission of our case. [citing *Wasson II*]. However, because the functions expressly covered by the [contract] are expressly identified in section 101.0215 as governmental functions, we do not apply the *Wasson II* test... We conclude that these functions are what the Legislature has told us they are: governmental functions.” *City of Lancaster v. White Rock Commercial, LLC*, No. 05-17-00583-CV, 2018 WL 6716932, at *4 (Tex. App.—Dallas Dec. 21, 2018, no pet.) (emphasis added).
- “If the governmental action is not expressly listed in section 101.0215, courts must apply the general definitions of governmental and proprietary functions” and apply a four-part test. (citing *Wasson II* at 150). “If the City’s actions are listed as a governmental function under the TTCA, we have no discretion, regardless of the City’s motives, to declare the actions as proprietary.” *M.E.N. Water Supply Corp. v. City of Corsicana*, No. 10-16-00364-CV, 2018 WL 5986953, at *8 (Tex. App.—Waco Nov. 14, 2018, pet. filed) (emphasis added) (citing *City of Plano v. Homoky*, 294 S.W.3d 809, 814 (Tex. App.—Dallas 2009, no pet.)).
- “[I]f an action is not expressly mentioned in Section 101.0215, courts must apply the general definitions of governmental and proprietary functions.” *City of Merkel v. Copeland*, 561 S.W.3d 720, 724 (Tex. App.—Eastland, Oct. 18, 2018, pet. filed) (citing *Wasson II* four-factor test to evaluate the “general definitions”).
- “If a function is included in the TTCA’s nonexclusive list of 36 governmental functions, the legislature ‘has deemed it governmental in nature,’ and [the court] is left with ‘no discretion or authority to hold otherwise.’” *City of Westworth Village v. City of White Settlement*, 558 S.W.3d 232, 241-43 (Tex. App.—Fort Worth 2018) (quoting *Tex. Bay Cherry Hill, L.P. v. City of Fort Worth*, 257 S.W.3d 379, 388-89 (Tex. App.—Fort Worth 2008, no pet.)).
- Plaintiff “may not ‘split various aspects of [the defendant’s] operation into discrete functions and recharacterize certain of those functions as proprietary.’” *Triple BB, LLC v. Village of Briarcliff*, No. 03-17-00149-cv, 2018 WL 6715272, at *4 (Tex. App.—Austin Dec. 21, 2018) (citing *Wasson II* and then strictly applying governmental function analysis); (quoting *City of Plano v. Homoky*, 294 S.W.3d at 815)

The examined function and the list of government functions provided by the TTCA need not be verbatim for immunity to apply, as shown by *Wasson II* and its progeny⁵:

Accused Function	Governmental Function	Cite
“allowing the public to adopt animals from a city-owned shelter”	animal control	<i>Wasson II</i> , 559 S.W.3d 153 n.7
“operation of shuttle service to airport”	“airports, regulation of traffic, and transportation systems”	<i>Wasson II</i> , 559 S.W.3d 153 n.7
removal of barge	“operation of marinas”	<i>Wasson II</i> , 559 S.W.3d 153 n.7
sale of baled hay	TCEQ-permitted activities	<i>Wasson II</i> , 559 S.W.3d 153 n.7
contract to upgrade water-treatment plant.	provision of water and sewer service	<i>Triple BB</i> , 2018 WL 6715272, at *4
“disposal of effluent by sale”	operation of a wastewater treatment facility	<i>Merkel</i> , 561 S.W.3d at 725
“sale of wholesale water to residents and non-residents”	“waterworks” or “water and sewer”	<i>M.E.N.</i> , 2018 WL 5986953, at *8

These post-*Wasson II* cases are consistent with a significant body of precedent refusing to parse government functions to characterize them as proprietary ones. For example, the Dallas Court of Appeals stated that “[i]f the City’s actions are listed as a governmental function in the TTCA, **we have no discretion**, regardless of the City’s motives, to declare the actions as proprietary.” *City of Plano v. Homoky*, 294 S.W.3d at 814⁶ (emphasis added) (citing *Tex. River Barges v. City of San Antonio*, 21 S.W.3d 347, 357 (Tex. App.—San Antonio 2000, pet. denied)). “[A] plaintiff **may not ‘split various aspects of [a government agent’s]**

⁵ But see *City of Westworth*, 558 S.W.3d at 236, 243 (holding “Economic Development Program Grant Agreement” between two cities not governmental because “tax collection comes into play only as the basis for calculation of the periodic payments due under the agreement.”).

⁶ Both the Austin and Waco courts of appeals have cited this case post-*Wasson II*. See *M.E.N.*, 2018 WL 5986953, at *8; *Triple BB*, 2018 WL 6715272, at *4.

operation into discrete functions and recharacterize certain of those functions as proprietary.” *Id.* at 815 (emphasis added) (quoting *City of San Antonio v. Butler*, 131 S.W.3d 170, 178 (Tex. App.—San Antonio 2004, pet. denied)).

Linebarger’s alleged actions of contracting with TinStar to provide abstracting work in support of litigation are **part of** the governmental function of tax collection. The actual act of tax collection is performed through litigation. TinStar alleges that the service it provided was so that “Linebarger would file suit to collect on unpaid taxes.” 3d Am. Pet. ¶ 12. TinStar alleges it provided “a detailed abstract of the property to ensure that [Linebarger] had the correct property owner and to determine if there were lienholders who needed to be contacted prior to Linebarger instituting the foreclosure and potential sheriff’s sale of the property subject to the delinquent taxes.” *Id.* The service TinStar alleges it was contractually engaged to provide is activity **for**, not merely “**in connection with**,” “the collection of taxes.” Indeed, the Property Tax Code requires that this information be included with any petition showing that the services alleged provided are necessary and essential to tax collection. TEX. PROP. TAX CODE § 33.43(a)(8).

And the damages sought are court costs that Ms. Daus admitted are “paid through the courts. [She] never received a payment from Linebarger.” Ex. D at 88:12-14; *see also* 3d Am. Pet. ¶ 13 (“When Linebarger would resolve the matter either by settlement or judgment, Linebarger was obligated to ensure that TinStar was paid \$350.00 per property from the courts or from the owner of the property.”). Even incorrectly assuming TinStar is entitled to any damages, those claimed damages do not exist but for the litigation that causes them.⁷

⁷ Linebarger reserves all defenses to TinStar’s claim for damages, including but limited to the fatal causation issues addressed above.

Here, TinStar is attempting to carve out the litigation services allegedly provided by TinStar from the governmental action of participating in the litigation itself. It cannot.

Moreover, tax-collection activities are treated differently than the non-exclusive list of 36 government functions provided in section 101.0215 and addressed by *Wasson II*. Indeed, prior cases have focused on section 101.055 which states the waiver of immunity in the TTAC does not apply to a claim “arising **in connection** with the assessment or collection of taxes by a government unit.” “In connection” governmental immunity does not protect only direct actions taken in litigation, like instituting suit, submitting evidence, or filing pleadings.

For example, the San Antonio court of appeals in *Vick v. Floresville Independent School District*, 505 S.W.3d 24, 30 (Tex. App.—San Antonio 2016), found that governmental immunity protected Linebarger’s alleged action of advising “the governmental units to contact Bank of America to seek repayment of the delinquent taxes.” In other words, the complained-of actions were extra-litigation communications between taxing authorities and third-party lenders that were secured on the property in foreclosure proceedings. The *Vick* court started with the recognition that “[u]nder the Texas Tort Claims Act, there is no waiver of immunity for tort claims ‘arising … in connection with the assessment or collection of taxes by a governmental unit.’” *Id.* (quoting TEX. CIV. PRAC. & REM. CODE ANN. § 101.055(1)). The alleged discussions with Bank of America were “taken in the course of accomplishing the governmental act delegated to the attorneys by the taxing authorities that enjoy immunity for the very same act.” *Id.* Governmental immunity applied to protect Linebarger from suit, as it should here. *Id.*

“In connection with” is written into the TTCA and that broad connection is all that is required. There is and has long been immunity for claims “arising … in connection with the assessment or collection of taxes.” TEX. CIV. PRAC. & REM. CODE § 101.055. And even if *Wasson II*’s analysis applies, it shows that the governmental definition of “tax collection” is broad enough to encompass Linebarger’s alleged actions here. Under either set of authority, the Legislature never vested this Court with subject-matter jurisdiction over TinStar’s claims. All claims must be dismissed.

D. Linebarger is an agent of the taxing units and is entitled to governmental immunity.

The attorney-client relationship is a special one, with unique rights and duties. Courts have long-held that “[t]he attorney-client relationship is one of principal and agent” and “the rights of each in a cause of action during the existence of that relationship are necessarily dependent upon and inseparably interwoven with the other.” *Dow Chem. Co. v. Benton*, 357 S.W.2d 565, 567 (Tex. 1962) (internal citation omitted). Indeed, “as long as the attorney-client relationship endures, with its corresponding legal effect of principal and agent, the acts of one must necessarily bind the other as a general rule.” *Id.* at 568; *see also* *Tactical Air Defense Servs., Inc. v. Searock*, 398 S.W.3d 341, 346 (Tex. App.—Dallas 2013, no pet.) (“The attorney-client relationship is one of principal and agent.”); *Jenkens & Gilchrist v. Riggs*, 87 S.W.3d 198, 203 (Tex. App.—Dallas 2002, no pet.) (“lawyers are agents of their clients”); *Wakefield v. Ayers*, No. 01-14-00648-CV, 2016 WL 4536454, at * (Tex. App.—Houston [1st Dist] 2016, no pet.) (same); *Gusma Props., L.P. v. Travelers Lloyds Ins. Co.*, 514 S.W.3d 319, (Tex. App.—Houston [14th Dist.] 2016, no pet.) (same). Simply put, “[t]he attorney-client relationship is an agency relationship. The attorney’s acts and omissions within the scope of his or her employment are regarded as the client’s acts; the attorney’s

negligence is attributed to the client.” *Gavenda v. Strata Energy, Inc.*, 705 S.W.2d 690, 693 (Tex. 1986).

It cannot be reasonably disputed that Linebarger is in attorney-client relationship with the taxing authorities. *See Johnson Aff.* ¶¶ 3, 4, 6; LNBGR000230-260. TinStar attempts to avoid the legal ramifications of that relationship by terming Linebarger as a mere “independent contractor” required to exercise professional judgment. Both are misplaced.

Attorneys are unlike general independent contractors. For example, an attorney owes her client fiduciary duties as a matter of law. *Mary E. Bivins Foundation v. highland Capital Mgmt.*, 451 S.W.3d 104, 113 (Tex. App.—Dallas 2014, no pet.) (“In some cases, a fiduciary relationship arises as a matter of law, such as in attorney-client or trustee relationships.”). Attorneys are required to abide by disciplinary rules, including that a lawyer is required to “zealously pursue clients’ interests within the bounds of the law.” TEX. DISCIP. RULES PROF. CONDUCT at preamble 3. A lawyer “shall abide by a client’s decisions … concerning the objectives and general methods of representation.” *Id.* at 1.02(a)(1). “Loyalty is an essential element in the lawyer’s relationship to a client.” *Id.* at 1.06 cmt. 1, 19. “[N]either the lawyer’s personal interests, the interests of other clients, nor the desires of third persons should be permitted to dilute the lawyer’s loyalty to the client.” *Id.* at 5.04 cmt. 4.

Indeed, “[w]hether an attorney is employed as an in-house attorney employee or is an outside attorney acting as an independent contractor **is irrelevant** since the ethical professional responsibilities apply to both types of attorneys.” TX Eth. Op. 484 (Feb. 1994) (emphasis added). The additional fiduciary duties and ethical requirements owed by attorneys to their clients places attorneys in a different context than other independent-contractor relationships.

That lawyers are required to exercise professional judgment in the exercise of their duties does not change their status as agents for their clients. “[C]lients typically have, but do not typically exercise, control over the manner and means of their lawyer’s performance. But that a client may defer to its lawyer’s expertise in executing certain tasks does not render the lawyer any less the client’s agent.” *Celandese Corp. v. Sahagun*, No. 05-16-00868-CV, 2017 WL 3405186, at *4 (Tex. App.—Dallas Aug. 9, 2017, pet. denied), reh’g denied (Nov. 2, 2017). “The question is whether [the client] had the right to control her manner and means, not whether they chose to exercise that right regarding the final details.” *Id.* at *5; *see also Welch v. Milton*, 185 S.W.3d 586, 596 (Tex. App.—Dallas 2006, pet. denied) (“the exercise of professional judgment does not necessarily exclude someone from the definition of an employee.”). And, as discussed in more detail below, Dallas County had both the fiduciary and contractual means to control the details of Linebarger’s work.

For these reasons, each case addressing immunity for attorneys participating in tax collection activities has examined attorneys differently than the approach suggested by TinStar. Even TinStar’s foundational cases—*Brown & Gay Eng’g, Inc. v. Olivares*, 461 S.W.3d 117 (Tex. 2015) and *GTECH Corp. v. Steele*, 549 S.W.3d 768 (Tex. App.—Austin 2018, pet. filed)—recognize that attorneys are treated differently.

The Court in *Brown & Gay* “emphasize[d] that the [plaintiffs] were suing Brown & Gay for alleged conduct that neither party had attempted to attribute to the actions or directives of the Authority.”⁸ *GTECH v. Steele*, 549 S.W.3d at 776 (citing *Brown & Gay*, 461 S.W.3d at 122-23). That posture is “significant in understanding the analysis that followed.” *Id.* In

⁸ Here, Linebarger expressly states that TinStar is suing Linebarger for actions by the governmental entity.

finding no sovereign immunity, the *Brown & Gay* Court distinguished the prior Linebarger cases because “[t]he gravamen of these decisions … was that the claimants were deemed in the circumstances of those cases to have sought relief against the government rather than the contractor.” *Id.* at 780-81. Here, by filing suit against Linebarger directly for governmental actions as defined by the TTCA, TinStar has sued for relief effectively against the government and taken *Brown & Gay* and *GTECH*’s “discretionary” analysis out of play.

But assuming that authority did apply, TinStar’s is incorrect. *Brown & Gay* addressed whether sovereign immunity applied in a suit regarding “a private engineering firm [that] lawfully contracted with a governmental unit to design and construct a roadway.” *Brown & Gay*, 461 S.W.3d at 119. The Court reviewed prior cases that found contractors within the ambit of governmental immunity because of a “control requirement.” *Id.* at 124. “[S]imilar principles” of control were present in prior Linebarger cases in which immunity was “extended … to private law firms hired to assist the government with collecting unpaid taxes.” *Id.* at 126. It was the “government’s right to control that led these courts to extend immunity to a private government contractor.” *Id.* Also instructive was the Austin Court of Appeal’s decision in *Foster v. Teacher Ret. Sys.*, 273 S.W.3d 883 (Tex. App.—Austin 2008, no pet.), in which the private administrator of a retirement plan was entitled to immunity because it “acted as an agent of and in a fiduciary capacity for the agency,” like an attorney. *Id.* at 889-90. But in *Brown & Gay*, “no fiduciary relationship exist[ed]” and immunity did thus not apply. 461 S.W.3d at 127.

Justice Hecht, joined by Justices Willett and Guzman, concurred on this important point to make clear that government control “is relevant but not conclusive.” *Id.* at 130. “For example, the government’s control over its lawyer is necessarily limited by the lawyer’s duty

under the rules of professional conduct to ‘exercise independent professional judgment’ in representing a client.” *Id.* (quoting TEX. DISCIPLINARY R. PROF. CONDUCT 2.01). “That limited control notwithstanding, a lawyer has been said to be immune from suit for his conduct in representing a governmental agency.” *Id.* (citing *Ross*, 333 S.W.3d at 742, 745-747). *GTECH* followed this analysis and noted the continuing viability of the prior *Linebarger* cases, as supported by the same comparison to *Foster*’s fiduciary duty control. *GTECH v. Steele*, 549 S.W.3d at 780-81 n.65. Contrary to TinStar’s arguments, nothing in those cases abrogated the immunity claimed by *Linebarger* in this and prior cases. What those cases show is that attorneys are treated differently than other “independent contractors” when participating in the collection of taxes, as has been long held in *Ross*, *Vick*, and *First City*. *Linebarger*’s special duties and obligations to its taxing-authority clients provide much more than the requisite control necessary to bring them within the ambit of governmental immunity when providing an essential function: collecting taxes.

E. *Linebarger*’s contracts with Dallas County shows that it was acting within the scope of its agency for purposes of TinStar’s allegations.

None of the aforementioned cases dissected *Linebarger*’s contracts with taxing authorities to determine *Linebarger*’s immunity. Out of an abundance of caution, *Linebarger* does so here.

At the outset, Dallas County “agree[d] to employ” *Linebarger* for “the collection of all delinquent taxes, penalty and interest owing to the County.” LNBGR000233. *Linebarger* is required to “perform litigation responsibilities and protect County’s legal remedies including appeals, preparation of legal papers required for Sheriff’s sales, post-judgment discovery, and other actions to collect the delinquent taxes.” LNBGR000235.

Linebarger's contract with Dallas County provides significant elements of control. Linebarger is obligated to make "progress reports **on all phases** of this contract to County on request." LNBGR000236 (emphasis added). Linebarger is subject to audit and inspection rights. LNBGR000250-51. The County retains legal control over all the work: "All legal activity of LINEBARGER HEARD may be reviewed by the County District Attorney for his advice or opinion as needed. In case of a dispute concerning a matter of law between LINEBARGER HEARD and the County District Attorney, the opinion of the District Attorney will be binding." LNBGR000240.

Driving down further, the alleged actions of "contracting" with TinStar are also directly within the scope of Linebarger's delegated authority. Linebarger is obligated to "provide all necessary address research and [is] responsible for locating delinquent taxpayers" and may subcontract that necessary function. LNBGR000234; LNBGR000238. Linebarger "will provide or obtain real property title abstract before filing suit." *Id.* But Linebarger must ensure all persons "who perform services under this Contract ... be fully qualified and competent to perform the services required." LNBGR000238; LNBGR000245.

This last portion is important: when Linebarger received Ms. Daus's deposition transcript in the *Nail Road I* litigation and Mr. Strong's affidavit, it learned she had not participated in the underlying abstracting work sworn to in her affidavit. Putting aside any ethical concerns, this testimony put Linebarger directly in conflict with its contractual obligation to ensure that TinStar was "fully qualified and competent to perform the services required." Even if Linebarger "fired" TinStar as TinStar claims, doing so was directly

within the scope of its contractual obligations to maintain competency and qualifications for its “subcontractors.” For this reason, too, TinStar’s claims should be dismissed.⁹

F. Dallas County mandates that its vendors utilize M/WBE business and directed Linebarger’s actions regarding the same.

It has been the “policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County’s procurement of goods,” see Ex. E (M/WBE Specifications), and Dallas County mandates that “[a]ll vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County **shall** support, encourage, and implement affirmative steps” for the benefit of M/WBE businesses.¹⁰ Linebarger’s utilization of M/WBE businesses is necessary to its client relationship. Johnson Aff. ¶ 7.

During Ms. Daus’s testimony in the *Nail Road I* litigation, however, she testified that she “forgot” to mention one of the three owners, who is paid about \$65,000 yearly, because she had “a bad relationship with him and [she didn’t] think of him very often.” *Id.* at 110:13-

⁹ Linebarger anticipates TinStar will attempt to rely upon Pamela Johnson’s prior testimony that Linebarger is a “quasi-independent contractor” to attempt to avoid the consequences of Linebarger’s contract with Dallas County. Doing so is improper. *Garner v. Fidelity Bank*, 244 S.W.3d 855, 860 (Tex. App.—Dallas 2008, no pet.) (“A written agreement will be enforced as written and cannot be added to, varied, or contradicted by parol testimony.... Because the evidence [plaintiff] sought to admit contradicted the express terms of the written agreement, the trial court did not err in excluding it”); *First Bank v. Brumitt*, 519 S.W.3d 95, 110 (Tex. 2017) (“Extrinsic evidence cannot be used to show that the parties probably meant, or could have meant, something other than what their agreement stated.” (quotation omitted)). In any event Ms. Johnson’s testimony regarding Linebarger’s “quasi-independent contractor” relationship is not inconsistent with the extra-contractual obligations lawyers owe to their clients.

¹⁰ https://www.dallascounty.org/Assets/uploads/docs/purchasing/Purchasing_Manual-OCT-2016-CLEAN.pdf (last visited Feb. 22, 2019) at Section 17 (emphasis added).

112:18. She admitted her prior testimony on the subject was “incorrect” when subjected to cross-examination. *Id.* at 113:19-114:18. She later testified her ownership of TinStar was an “even divide” with two previously-undisclosed white males and established beyond doubt that TinStar was not a M/WBE.

When Linebarger learned this previously-undisclosed information, it discontinued referring abstracting work to TinStar because, in part, of its commitment to Dallas county to utilize M/WBE’s. Linebarger was directed by this policy to cease using TinStar and it has since utilized compliant M/WBE’s for abstracting purposes. This too was squarely within Linebarger’s delegated authority by the taxing authorities and demonstrates Linebarger’s immunity.

G. Linebarger’s immunity has not been waived.

TinStar has the burden to show that Linebarger’s immunity was waived. *See Tex. Natural Res. Conservation Comm’n. v. IT-Davy*, 74 S.W.3d 849, 854-55 (Tex. 2002) (discussing plaintiffs’ burden to establish a waiver of sovereign immunity). The “policy decision” to “waive its sovereign immunity” belongs “largely to the legislature.” *Nazari*, 2018 WL 3077659, at *3. “When the Legislature makes the policy decision to enact a statute that waives governmental immunity, it can do so ‘only by clear and unambiguous language.’” *Church & Akin*, 442 S.W.3d at 301 (quoting *Tooke*, 197 S.W.3d at 328-29). As such, “courts should be very hesitant to declare immunity nonexistent in any particular case.” *Wasson*, 489 S.W.3d at 435.

TinStar did not attempt to make any showing of waiver. That is because the TTCA contains a limited waiver of sovereign immunity that permits suits for only three types of tort claims: (1) injury or damage caused by the negligent use of publicly owned vehicles; (2)

injury or damage arising out of a condition or use of tangible personal property; and (3) injury or damage arising out of a condition or use of real property (*i.e.* premises defects).

Sampson v. Univ. of Tex., 500 S.W.3d 380, 384 (Tex. 2016); *see also* Tex. Civ. Prac. & Rem. Code § 101.021. TinStar’s tort claims for tortious interference with the contractual rights of TinStar, breach of fiduciary duty, conspiracy to commit fraud, and fraud are not within the scope of this waiver.

TinStar’s breach of contract claims are not within the scope of any waiver either. While Texas Local Government Code Section 271.152 provides for “waive[r] of sovereign immunity to suit for the purpose of adjudicating a claim for breach of contract,” it is subject to the “terms and conditions of [that] subchapter.” One of those required elements is that “the contract must be in writing.” *City of Houston v. Williams*, 353 S.W.3d 128, 135 (Tex. 2011). Another is that the contract must “state the essential terms of the agreement.” *Id.* TinStar has alleged a vague “continuing” “oral” contract that meets neither requirement. This too makes sense; otherwise, a plaintiff could characterize fraud as an oral contract to avoid the limited waiver in the TTCA. Thus, the contract claims also fail to provide subject matter jurisdiction.

H. TinStar’s claims are not ripe and the court does not have jurisdiction over them.

“Ripeness is an element of subject-matter jurisdiction.” *State Bar of Tex. v. Gomez*, 891 S.W.2d 243, 245 (Tex. 1994). Under the ripeness doctrine, [courts] consider whether, *at the time a lawsuit is filed*, the facts are sufficiently developed....” *Waco Indep. School Dist. v. Gibson*, 22 S.W.3d 849, 851-52 (Tex. 2000) (emphasis in original). “A case is not ripe when determining whether the plaintiff has a concrete injury depends on contingent or hypothetical facts, or upon events that have not yet come to pass.” *Id.* at 852. “The courts of

this state are not empowered to give advisory opinions [and] [t]his prohibition extends to cases that are not yet ripe.” *Patterson v. Planned Parenthood of Houston and Southwest Texas, Inc.*, 971 S.W.2d 439, 443 (Tex. 1998). “A case is not ripe when its resolution depends on contingent or hypothetical facts, or upon events that have not yet come to pass. *Id.*

TinStar’s allegations demonstrate that its case was not ripe when filed. According to TinStar, “[w]hen Linebarger would resolve the matter either by settlement or judgment, Linebarger was obligated to ensure that TinStar was paid \$350.00 per property from the courts or from the owner of the property. TinStar is paid only when Linebarger collected the unpaid taxes and costs.” 3d Am. Pet. ¶ 13. Thus, according to TinStar, its claims are contingent on settlement or judgment and are only ripe “when Linebarger collected the unpaid taxes and costs.”

But TinStar does not deny that it is seeking as damages claims regarding cases for which judgments are pending but there has been no recovery of taxes or costs, for cases that were nonsuited, and for cases that are still pending. Those claims are based upon contingent events, namely the successful completion of each lawsuit and the collection of taxes and costs. To the extent TinStar seeks recovery of those future claims, the Court does not have jurisdiction over them.

IV. CONCLUSION

The Court lacks subject matter jurisdiction because Linebarger has governmental immunity for its actions in connection with delinquent property tax collection. The legislature has defined those activities as governmental—for both tort and contract claims—and that definition is dispositive. Linebarger is contractually obligated to obtain abstracting work and to maintain standards regarding the competency of any “subcontractors,” and the

actions alleged by TinStar are squarely within Linebarger's legal and contractual authority. Moreover, Linebarger is required to utilize M/WBE businesses by its client, but TinStar put Linebarger at odds with its clients by surreptitiously changing its ownership structure. Attempting to avoid the limited waiver of tort claims by claiming an "oral contract" that is contradicted by Ms. Daus's sworn testimony does not change the ultimate legal conclusion: Linebarger is entitled to governmental immunity and TinStar's claims must be dismissed.

Finally, by TinStar's own admissions its claims are contingent on the results of prior lawsuits and are not yet ripe. For this separate reason, the Court lacks subject matter jurisdiction and should dismiss TinStar's claims.

Respectfully submitted,

/s/ Andrew M. Howard
Andrew M. Howard
Texas Bar No. 24059973
amh@andrewmhoward.com
ANDREW M. HOWARD, PLLC
5220 Spring Valley Road, Ste. 530
Dallas, TX 75254
Tele: (214) 974-0585
Fax: (469) 645-0166

Shukri Abdi
Texas Bar No. 24105486
sabdi@shorechan.com
SHORE CHAN DEPUMPO LLP
901 Main Street, Suite 3300
Dallas, Texas 75202
(214) 593-9110
(214) 593-9111

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing instrument was served on all counsel of record in accordance with the Rules of Civil Procedure through the Court's e-filing and service system on February 22, 2019.

/s/ Andrew M. Howard
Andrew M. Howard

TINSTAR TITLE INC. d/b/a TinStar,
Litigation Support and Title,

Plaintiff,

v.

LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP,

Defendant.

IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

14TH DISTRICT COURT

AFFIDAVIT OF PAMELA P. JOHNSON

THE STATE OF TEXAS

§

COUNTY OF DALLAS

§

BEFORE ME, the undersigned authority, personally appeared PAMELA P. JOHNSON, who after being by me duly sworn stated upon her oath:

1. "My name is PAMELA P. JOHNSON. I am over eighteen (18) years of age and am competent to make this affidavit. All of the statements set forth herein are true and correct and are based upon my personal knowledge.
2. "I am an attorney licensed to practice in the State of Texas and a partner at Linebarger Goggan Blair & Sampson, LLP ("Linebarger"), Defendant in the above-styled action. Linebarger specializes in assisting governmental units recover delinquent receivables. A significant portion of Linebarger's business in Texas is devoted to collecting revenue associated with the assessment and imposition of annual ad valorem property taxes.
3. "Linebarger contracts with various taxing units, including Dallas County, to

act as legal counsel for the taxing units pursuant to Section 6.30 of the Texas Property Tax Code (the "Tax Code") and collect delinquent property taxes, which are used to fund public services, such as police and fire protection, education, and roads. These contracts contain confidential information, including competitive bidding information, disclosure of which would harm Linebarger's business given its dedicated and specialized practice in this area. Specifically, Linebarger's competitors would be able to determine Linebarger's competitive advantages regarding the services provided to the taxing units' discretion.

4. "Under the terms of each contract, Linebarger is delegated the obligation to undertake all lawful steps and procedures necessary to carry out the intent and purpose of its contract to collect any unpaid balances. This includes making phone calls, doing site visits, sending letters, obtaining tax warrants, filing lawsuits to seek collection, and if necessary, enforcing tax liens as authorized by the Tax Code.

5. "The local tax assessor "turns over" delinquent accounts to Linebarger on July 1 of each year.

6. "Before filing a lawsuit, the name, identity, and location of each person or entity that has an interest in the underlying real property must be determined (otherwise known as abstract or title work), which includes among other things, reviewing the deed records, probate records, court records, and other public records.

7. "When Linebarger began its association with Sandra Daus, Ms. Daus represented that TinStar Litigation Support & Title was a minority/woman-owned business ("M/WBE"). One of Linebarger's competitive advantages is complying with Dallas County's policy on utilizing a qualified M/WBE wherever possible.

8. "Ms. Daus's testimony in the deposition taken in the case styled *Dallas County*

et al v. Nail Road I, LP et al. Cause No. Tx-17-00386, presented practical, as well as ethical problems for the taxing units regarding whether any of her affidavits could be offered after the date of the deposition. Consequently, Linebarger, acting as counsel for the taxing units, including Dallas County, determined that the best interests of its clients (the taxing units) would not be served going forward by offering, relying, or otherwise allowing any subsequent case to be based upon, in any part, any Daus or TinStar affidavits.”

FURTHER AFFIANT SAYETH NAUGHT.



Pamela P. Johnson, Affiant

THE STATE OF TEXAS

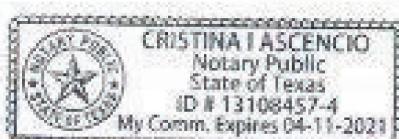
§
§

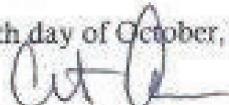
COUNTY OF DALLAS

§

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Texas to take acknowledgements, personally appeared PAMELA P. JOHNSON, who is personally known to me and who executed the foregoing Affidavit, acknowledging before me that the matters contained therein are true and correct and within her personal knowledge.

WITNESS my hand and official seal on this 29th day of October, 2018.




Notary Public

My Commission Expires: 4-11-21

EXHIBIT A

SUIT NO. TX-17-00386

DALLAS COUNTY, ET AL § IN THE DISTRICT COURT
VS. § § JUDICIAL DISTRICT
NAIL ROAD 1 LP, ET AL § § DALLAS COUNTY, TEXAS

ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

I.

PLAINTIFF(S)

This suit is brought under TEXAS PROPERTY TAX CODE § 33.41 by the following named Plaintiff(s), whether one or more, each of which is a taxing unit and legally constituted and authorized to impose and collect taxes on property:

DALLAS COUNTY, PARKLAND HOSPITAL DISTRICT, DALLAS COUNTY COMMUNITY COLLEGE DISTRICT, DALLAS COUNTY SCHOOL EQUALIZATION FUND AND LANCASTER INDEPENDENT SCHOOL DISTRICT

The Plaintiff(s) intends discovery to be conducted under Level 2 of Rule 190, Texas Rules of Civil Procedure.

DEFENDANT(S)

The following are named as Defendant(s) in this suit and may be served with notice of these claims by service of citation at the address and in the manner shown as follows:

Nail Road 1 LP, A Texas Limited Partnership, upon whom service may be obtained by serving its Registered Agent, Steven Strong at 4713 W. Lovers Ln., Suite 204, Dallas, TX 75209;

Steven M. Strong, (In Rem Only for tax years 2000-2006; In Personam Only for tax years 2007-2016), 5509 Northmoor Dr., Dallas, TX 75230;

if unknown, whose location is unknown, and such person's unknown heirs, successors and assigns, whose identity and location are unknown, unknown owners, such unknown owner's heirs, successors and assigns, and any and all other persons, including adverse claimants, owning or having or claiming any legal or equitable interest in or lien upon the property which is the subject of the delinquent tax claim in this case.

The following taxing unit(s), whether one or more, is joined as a party herein as required by TEXAS PROPERTY TAX CODE § 33.44(a) because it may have a claim for delinquent taxes against all or part of the same property described below: **NONE**. The foregoing named taxing unit(s), if any, is invited to add its claim by intervening herein.

II.

Claims for all taxes becoming delinquent on said property at any time subsequent to the filing of this suit, up to the day of judgment, including all penalties, interest, attorney's fees, and costs on same, are incorporated in this suit, and Plaintiff(s) is entitled to recover the same, upon proper proof, without further citation or notice. Plaintiff(s) is further entitled to recover each penalty that is incurred and all interest that accrues on all delinquent taxes imposed on the property from the date of judgment to the date of sale.

III.

As to each separately described property shown in "Exhibits A-1 through A-11", there are delinquent taxes, penalties, interest, attorney's fees, and costs justly due, owing and unpaid to Plaintiff(s) for the tax years and in the amounts shown therein, said exhibit being attached hereto and made a part hereof by reference for all purposes.

IV.

All of the taxes were authorized by law and legally imposed in the county in which this suit is brought. The taxes were imposed in the amount(s) stated in "Exhibits A-1 through A-11" on each separately described property for each year specified and on each person named, if known, who owned the property on January 1 of the year for which the tax was imposed. Plaintiff(s) now has and asserts a lien on each property described herein to secure the payment of all taxes, penalties, interest, attorney's fees, and costs due. Plaintiff(s) affirmatively avers that all things required by law to be done have been done properly by the appropriate officials and all conditions precedent have been met.

V.

All of the property described in "Exhibits A-1 through A-11" was, at the time the taxes were assessed, located within the territorial boundaries of each taxing unit in whose behalf this suit is brought. All Defendants named in this suit either owned the property that is the subject of this suit on January 1 of the year in which taxes were imposed on said property, or owned or claimed an interest in said property at the time of the filing of this suit.

VI.

The Law Firm represented by the attorney whose name is signed hereto is legally authorized and empowered to institute and prosecute this action on behalf of Plaintiff(s). Plaintiff(s) should recover attorney's fees as provided by law for the prosecution of this case, and such attorney's fees should be taxed as costs.

VII.

Plaintiff(s) may have incurred certain expenses in procuring data and information as to the name, identity and location of necessary parties, and in procuring necessary legal descriptions of the property that is the subject of this suit. Said expenses, if incurred, are reasonable and are shown in "Exhibits A-1 through A-11" as abstractor's costs, which expenses should be taxed as costs herein.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff(s) requests that citation be issued and served upon each Defendant named herein, commanding them to appear and answer herein in the time and manner required by law. Plaintiff(s) further prays, upon final hearing in this cause, for foreclosure of the tax lien on the specific property of the defendants described herein, securing the total amount of all delinquent taxes, penalties and interest, including taxes, penalties and interest becoming delinquent during the pendency of this suit, costs of court, attorney's fees, abstract fees, and expenses of foreclosure sale. Plaintiff(s) further prays for personal judgment against Defendant(s) who owned the property on January 1 of the year for which the taxes were imposed for all taxes, penalties, interest, and costs that are due or will become due on the property, together with attorney's fees and abstractor's fees. Plaintiff(s) further prays for: (1) the appropriate order of sale requiring the foreclosed property to be sold, free and clear of any right, title, or interest owned or held by any named Defendant, at public auction in the manner prescribed by law, and (2) writs of execution, directing the sheriffs and constables for the State of Texas, to search out, seize, and sell sufficient property of the Defendant(s) against whom personal judgment may be awarded to satisfy the lawful judgment sought herein. Finally, Plaintiff(s) prays for such other and further relief, at law or in equity, to which it may show itself justly entitled.

Respectfully submitted,
LINEBARGER GOGGAN
BLAIR & SAMPSON, LLP
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207
(214) 880-0089; (469) 221-5001 –FAX



Bridget Moreno Lopez
State Bar No. 24012989
Pamela Pope Johnson
State Bar No. 10819850
Edward Lopez, Jr
State Bar No. 12563520
Evelyn Conner Hicks
State Bar No. 09575900
Brandon E. Lane
State Bar No. 24039007
A. Judith Guzman
State Bar No. 24025972
Mark S. Harris
State Bar No. 24050723
Travis J. Cox
State Bar No. 24088829
Ashly S. Atkins
State Bar No. 24072364
dallas.litigation@lgb.com
Attorneys for Plaintiff(s)

EXHIBIT "A-1"

60175630010030000
NAIL ROAD 1 LP
4713 W LOVERS LN STE 204
DALLAS, TX 75209-3135

Tract 1: STILL COUNTRY ESTATES BLK 1
LT 3 INT2016002009716 DD12312015 CO-
DC 1756300100300 28717563001
1719 Nail Rd.

LEGAL DESCRIPTION OF PROPERTY: LOT 3 BLOCK 1 OF STILL COUNTRY ESTATES IN DALLAS COUNTY, TEXAS, AS SHOWN BY THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2016002009716 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1719 NAIL ROAD, DALLAS COUNTY, TEXAS.

ABSTRACTOR'S FEE: \$350.00 (Tin Star Litigation Support & Title - "TST")

DE LINQUENT TAX STATEMENT

DALLAS COUNTY

ACCT. NO. 60175630010030000

YEAR	TAX AMT	P & I	TOTAL
2000	\$19.60	\$49.38	\$68.98
2001	\$19.60	\$49.54	\$69.14
2002	\$19.60	\$46.72	\$66.32
2003	\$20.39	\$45.67	\$66.06
2004	\$20.39	\$42.74	\$63.13
2005	\$21.39	\$41.75	\$63.14
2006	\$21.39	\$38.67	\$60.06
2007	\$22.81	\$37.96	\$60.77
2008	\$22.81	\$34.67	\$57.48
2009	\$22.81	\$31.38	\$54.19
2010	\$24.31	\$29.95	\$54.26
2011	\$17.02	\$18.51	\$35.53
2012	\$17.02	\$16.06	\$33.08
2013	\$17.02	\$13.62	\$30.64
2014	\$17.02	\$11.17	\$28.19
2015	\$17.02	\$8.72	\$25.74
2016	\$8.51	\$2.16	\$10.67
TOTAL	\$328.71	\$518.67	\$847.38

PARKLAND HOSPITAL DISTRICT

ACCT. NO. 60175630010030000

YEAR	TAX AMT	P & I	TOTAL
2000	\$25.40	\$63.98	\$89.38
2001	\$25.40	\$64.22	\$89.62
2002	\$25.40	\$60.56	\$85.96
2003	\$25.40	\$56.90	\$82.30
2004	\$25.40	\$53.24	\$78.64
2005	\$25.40	\$49.58	\$74.98

2006	\$25.40	\$45.93	\$71.33
2007	\$25.40	\$42.27	\$67.67
2008	\$25.40	\$38.61	\$64.01
2009	\$27.40	\$37.70	\$65.10
2010	\$27.10	\$33.39	\$60.49
2011	\$18.97	\$20.64	\$39.61
2012	\$18.97	\$17.91	\$36.88
2013	\$19.32	\$15.46	\$34.78
2014	\$20.02	\$13.14	\$33.16
2015	\$20.02	\$10.26	\$30.28
2016	\$9.78	\$2.48	\$12.26
TOTAL	\$390.18	\$626.27	\$1,016.45

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

ACCT. NO. 60175630010030000

YEAR	TAX AMT	P & I	TOTAL
2000	\$5.00	\$12.60	\$17.60
2001	\$6.00	\$15.17	\$21.17
2002	\$6.00	\$14.30	\$20.30
2003	\$7.78	\$17.43	\$25.21
2004	\$8.03	\$16.83	\$24.86
2005	\$8.16	\$15.92	\$24.08
2006	\$8.10	\$14.64	\$22.74
2007	\$8.04	\$13.38	\$21.42
2008	\$8.94	\$13.58	\$22.52
2009	\$9.49	\$13.06	\$22.55
2010	\$9.92	\$12.22	\$22.14
2011	\$6.98	\$7.60	\$14.58
2012	\$8.36	\$7.89	\$16.25
2013	\$8.73	\$6.99	\$15.72
2014	\$8.73	\$5.73	\$14.46
2015	\$8.66	\$4.43	\$13.09
2016	\$4.30	\$1.09	\$5.39
TOTAL	\$131.22	\$192.86	\$324.08

DALLAS COUNTY SCHOOL EQUALIZATION FUND

ACCT. NO. 60175630010030000

YEAR	TAX AMT	P & I	TOTAL
2000	\$.57	\$1.43	\$2.00
2001	\$.55	\$1.39	\$1.94
2002	\$.55	\$1.31	\$1.86
2003	\$.55	\$1.24	\$1.79
2004	\$.55	\$1.15	\$1.70
2005	\$.53	\$1.03	\$1.56
2006	\$.50	\$.90	\$1.40
2007	\$.47	\$.78	\$1.25
2008	\$.49	\$.75	\$1.24
2009	\$.52	\$.72	\$1.24
2010	\$1.00	\$1.23	\$2.23
2011	\$.70	\$.76	\$1.46
2012	\$.70	\$.66	\$1.36
2013	\$.70	\$.56	\$1.26
2014	\$.70	\$.46	\$1.16

2015	\$.70	\$.36	\$1.06
2016	\$.32	\$.08	\$.40
TOTAL	\$10.10	\$14.81	\$24.91

LANCASTER INDEPENDENT SCHOOL DISTRICT

ACCT. NO. 60175630010030000

YEAR	TAX AMT	P & I	TOTAL
2000	\$165.20	\$416.14	\$581.34
2001	\$167.00	\$422.18	\$589.18
2002	\$167.00	\$398.13	\$565.13
2003	\$164.92	\$369.42	\$534.34
2004	\$185.45	\$388.70	\$574.15
2005	\$185.45	\$362.00	\$547.45
2006	\$172.60	\$312.06	\$484.66
2007	\$140.77	\$234.24	\$375.01
2008	\$141.27	\$214.73	\$356.00
2009	\$141.27	\$194.38	\$335.65
2010	\$141.27	\$174.04	\$315.31
2011	\$98.89	\$107.59	\$206.48
2012	\$99.26	\$93.70	\$192.96
2013	\$99.26	\$79.41	\$178.67
2014	\$95.91	\$62.92	\$158.83
2015	\$107.80	\$55.20	\$163.00
2016	\$53.90	\$13.66	\$67.56
TOTAL	\$2,327.22	\$3,898.50	\$6,225.72
TOTAL DUE AS OF MARCH, 2017			
TOTAL	\$3,187.43	\$5,251.11	\$8,438.54

This suit covers all delinquent taxes owed on this property, whether or not itemized herein for all years. Penalty and interest continue to accrue monthly at lawful rates.

THE ABOVE AMOUNTS DO NOT INCLUDE ANY FEES DUE THE DISTRICT CLERK OF THE COUNTY WHERE THIS SUIT IS FILED. TEXAS LAW MAKES YOU RESPONSIBLE FOR PAYMENT OF THESE FEES. PLEASE CONTACT THE LAW FIRM FOR THE AMOUNT DUE. THESE FEES MUST BE PAID BEFORE THE SUIT WILL BE DISMISSED. PAYMENT OF COURT COSTS MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER.

EXHIBIT "A-2"

60175630010050000
NAIL ROAD 1 LP
4713 W LOVERS LN STE 204
DALLAS, TX 75209-3135

Tract 2: STILL COUNTRY ESTATES BLK 1
LT 5 INT2016002009716 DD12312015 CO-
DC 1756300100500 28717563001

1723 Nail Rd.

LEGAL DESCRIPTION OF PROPERTY: LOT 5, BLOCK 1 OF STILL COUNTRY ESTATES IN DALLAS COUNTY, TEXAS, AS SHOWN BY THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2016002009716 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1723 NAIL ROAD, DALLAS COUNTY, TEXAS.

ABSTRACTOR'S FEE: \$350.00 (Tin Star Litigation Support & Title - "TST")

DE LINQUENT TAX STATEMENT

DALLAS COUNTY

ACCT. NO. 60175630010050000

YEAR	TAX AMT	P & I	TOTAL
2000	\$19.60	\$49.38	\$68.98
2001	\$19.60	\$49.54	\$69.14
2002	\$19.60	\$46.72	\$66.32
2003	\$20.39	\$45.67	\$66.06
2004	\$20.39	\$42.74	\$63.13
2005	\$21.39	\$41.75	\$63.14
2006	\$21.39	\$38.67	\$60.06
2007	\$22.81	\$37.96	\$60.77
2008	\$22.81	\$34.67	\$57.48
2009	\$22.81	\$31.38	\$54.19
2010	\$24.31	\$29.95	\$54.26
2011	\$17.02	\$18.51	\$35.53
2012	\$17.02	\$16.06	\$33.08
2013	\$17.02	\$13.62	\$30.64
2014	\$17.02	\$11.17	\$28.19
2015	\$17.02	\$8.72	\$25.74
2016	\$8.51	\$2.16	\$10.67
TOTAL	\$328.71	\$518.67	\$847.38

PARKLAND HOSPITAL DISTRICT

ACCT. NO. 60175630010050000

YEAR	TAX AMT	P & I	TOTAL
2000	\$25.40	\$63.98	\$89.38
2001	\$25.40	\$64.22	\$89.62
2002	\$25.40	\$60.56	\$85.96
2003	\$25.40	\$56.90	\$82.30
2004	\$25.40	\$53.24	\$78.64
2005	\$25.40	\$49.58	\$74.98

2006	\$25.40	\$45.93	\$71.33
2007	\$25.40	\$42.27	\$67.67
2008	\$25.40	\$38.61	\$64.01
2009	\$27.40	\$37.70	\$65.10
2010	\$27.10	\$33.39	\$60.49
2011	\$18.97	\$20.64	\$39.61
2012	\$18.97	\$17.91	\$36.88
2013	\$19.32	\$15.46	\$34.78
2014	\$20.02	\$13.14	\$33.16
2015	\$20.02	\$10.26	\$30.28
2016	\$9.78	\$2.48	\$12.26
TOTAL	\$390.18	\$626.27	\$1,016.45

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

ACCT. NO. 60175630010050000

YEAR	TAX AMT	P & I	TOTAL
2000	\$5.00	\$12.60	\$17.60
2001	\$6.00	\$15.17	\$21.17
2002	\$6.00	\$14.30	\$20.30
2003	\$7.78	\$17.43	\$25.21
2004	\$8.03	\$16.83	\$24.86
2005	\$8.16	\$15.92	\$24.08
2006	\$8.10	\$14.64	\$22.74
2007	\$8.04	\$13.38	\$21.42
2008	\$8.94	\$13.58	\$22.52
2009	\$9.49	\$13.06	\$22.55
2010	\$9.92	\$12.22	\$22.14
2011	\$6.98	\$7.60	\$14.58
2012	\$8.36	\$7.89	\$16.25
2013	\$8.73	\$6.99	\$15.72
2014	\$8.73	\$5.73	\$14.46
2015	\$8.66	\$4.43	\$13.09
2016	\$4.30	\$1.09	\$5.39
TOTAL	\$131.22	\$192.86	\$324.08

DALLAS COUNTY SCHOOL EQUALIZATION FUND

ACCT. NO. 60175630010050000

YEAR	TAX AMT	P & I	TOTAL
2000	\$.57	\$1.43	\$2.00
2001	\$.55	\$1.39	\$1.94
2002	\$.55	\$1.31	\$1.86
2003	\$.55	\$1.24	\$1.79
2004	\$.55	\$1.15	\$1.70
2005	\$.53	\$1.03	\$1.56
2006	\$.50	\$.90	\$1.40
2007	\$.47	\$.78	\$1.25
2008	\$.49	\$.75	\$1.24
2009	\$.52	\$.72	\$1.24
2010	\$1.00	\$1.23	\$2.23
2011	\$.70	\$.76	\$1.46
2012	\$.70	\$.66	\$1.36
2013	\$.70	\$.56	\$1.26
2014	\$.70	\$.46	\$1.16

2015	\$.70	\$.36	\$1.06
2016	\$.32	\$.08	\$.40
TOTAL	\$10.10	\$14.81	\$24.91

LANCASTER INDEPENDENT SCHOOL DISTRICT

ACCT. NO. 60175630010050000

YEAR	TAX AMT	P & I	TOTAL
2000	\$165.20	\$416.14	\$581.34
2001	\$167.00	\$422.18	\$589.18
2002	\$167.00	\$398.13	\$565.13
2003	\$164.92	\$369.42	\$534.34
2004	\$185.45	\$388.70	\$574.15
2005	\$185.45	\$362.00	\$547.45
2006	\$172.60	\$312.06	\$484.66
2007	\$140.77	\$234.24	\$375.01
2008	\$141.27	\$214.73	\$356.00
2009	\$141.27	\$194.38	\$335.65
2010	\$141.27	\$174.04	\$315.31
2011	\$98.89	\$107.59	\$206.48
2012	\$99.26	\$93.70	\$192.96
2013	\$99.26	\$79.41	\$178.67
2014	\$95.91	\$62.92	\$158.83
2015	\$107.80	\$55.20	\$163.00
2016	\$53.90	\$13.66	\$67.56
TOTAL	\$2,327.22	\$3,898.50	\$6,225.72
TOTAL DUE AS OF MARCH, 2017			
TOTAL	\$3,187.43	\$5,251.11	\$8,438.54

This suit covers all delinquent taxes owed on this property, whether or not itemized herein for all years. Penalty and interest continue to accrue monthly at lawful rates.

THE ABOVE AMOUNTS DO NOT INCLUDE ANY FEES DUE THE DISTRICT CLERK OF THE COUNTY WHERE THIS SUIT IS FILED. TEXAS LAW MAKES YOU RESPONSIBLE FOR PAYMENT OF THESE FEES. PLEASE CONTACT THE LAW FIRM FOR THE AMOUNT DUE. THESE FEES MUST BE PAID BEFORE THE SUIT WILL BE DISMISSED. PAYMENT OF COURT COSTS MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER.

EXHIBIT "A-3"

60175630010080000
NAIL ROAD 1 LP
4713 W LOVERS LN STE 204
DALLAS, TX 75209-3135

Tract 3: STILL COUNTRY ESTATES BLK 1
LT 8 INT2016002009716 DD12312015 CO-
DC 1756300100800 28717563001
1729 Nail Rd.

LEGAL DESCRIPTION OF PROPERTY: LOT 8 BLOCK 1 OF STILL COUNTRY ESTATES IN DALLAS COUNTY, TEXAS, AS SHOWN BY THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2016002009716 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1729 NAIL ROAD, DALLAS COUNTY, TEXAS.

ABSTRACTOR'S FEE: \$350.00 (Tin Star Litigation Support & Title - "TST")

DE LINQUENT TAX STATEMENT

DALLAS COUNTY

ACCT. NO. 60175630010080000

YEAR	TAX AMT	P & I	TOTAL
2000	\$19.60	\$49.38	\$68.98
2001	\$19.60	\$49.54	\$69.14
2002	\$19.60	\$46.72	\$66.32
2003	\$20.39	\$45.67	\$66.06
2004	\$20.39	\$42.74	\$63.13
2005	\$21.39	\$41.75	\$63.14
2006	\$21.39	\$38.67	\$60.06
2007	\$22.81	\$37.96	\$60.77
2008	\$22.81	\$34.67	\$57.48
2009	\$22.81	\$31.38	\$54.19
2010	\$24.31	\$29.95	\$54.26
2011	\$17.02	\$18.51	\$35.53
2012	\$17.02	\$16.06	\$33.08
2013	\$17.02	\$13.62	\$30.64
2014	\$17.02	\$11.17	\$28.19
2015	\$17.02	\$8.72	\$25.74
2016	\$8.51	\$2.16	\$10.67
TOTAL	\$328.71	\$518.67	\$847.38

PARKLAND HOSPITAL DISTRICT

ACCT. NO. 60175630010080000

YEAR	TAX AMT	P & I	TOTAL
2000	\$25.40	\$63.98	\$89.38
2001	\$25.40	\$64.22	\$89.62
2002	\$25.40	\$60.56	\$85.96
2003	\$25.40	\$56.90	\$82.30
2004	\$25.40	\$53.24	\$78.64
2005	\$25.40	\$49.58	\$74.98

2006	\$25.40	\$45.93	\$71.33
2007	\$25.40	\$42.27	\$67.67
2008	\$25.40	\$38.61	\$64.01
2009	\$27.40	\$37.70	\$65.10
2010	\$27.10	\$33.39	\$60.49
2011	\$18.97	\$20.64	\$39.61
2012	\$18.97	\$17.91	\$36.88
2013	\$19.32	\$15.46	\$34.78
2014	\$20.02	\$13.14	\$33.16
2015	\$20.02	\$10.26	\$30.28
2016	\$9.78	\$2.48	\$12.26
TOTAL	\$390.18	\$626.27	\$1,016.45

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

ACCT. NO. 60175630010080000

YEAR	TAX AMT	P & I	TOTAL
2000	\$5.00	\$12.60	\$17.60
2001	\$6.00	\$15.17	\$21.17
2002	\$6.00	\$14.30	\$20.30
2003	\$7.78	\$17.43	\$25.21
2004	\$8.03	\$16.83	\$24.86
2005	\$8.16	\$15.92	\$24.08
2006	\$8.10	\$14.64	\$22.74
2007	\$8.04	\$13.38	\$21.42
2008	\$8.94	\$13.58	\$22.52
2009	\$9.49	\$13.06	\$22.55
2010	\$9.92	\$12.22	\$22.14
2011	\$6.98	\$7.60	\$14.58
2012	\$8.36	\$7.89	\$16.25
2013	\$8.73	\$6.99	\$15.72
2014	\$8.73	\$5.73	\$14.46
2015	\$8.66	\$4.43	\$13.09
2016	\$4.30	\$1.09	\$5.39
TOTAL	\$131.22	\$192.86	\$324.08

DALLAS COUNTY SCHOOL EQUALIZATION FUND

ACCT. NO. 60175630010080000

YEAR	TAX AMT	P & I	TOTAL
2000	\$.57	\$1.43	\$2.00
2001	\$.55	\$1.39	\$1.94
2002	\$.55	\$1.31	\$1.86
2003	\$.55	\$1.24	\$1.79
2004	\$.55	\$1.15	\$1.70
2005	\$.53	\$1.03	\$1.56
2006	\$.50	\$.90	\$1.40
2007	\$.47	\$.78	\$1.25
2008	\$.49	\$.75	\$1.24
2009	\$.52	\$.72	\$1.24
2010	\$1.00	\$1.23	\$2.23
2011	\$.70	\$.76	\$1.46
2012	\$.70	\$.66	\$1.36
2013	\$.70	\$.56	\$1.26
2014	\$.70	\$.46	\$1.16

2015	\$.70	\$.36	\$1.06
2016	\$.32	\$.08	\$.40
TOTAL	\$10.10	\$14.81	\$24.91

LANCASTER INDEPENDENT SCHOOL DISTRICT

ACCT. NO. 60175630010080000

YEAR	TAX AMT	P & I	TOTAL
2000	\$165.20	\$416.14	\$581.34
2001	\$167.00	\$422.18	\$589.18
2002	\$167.00	\$398.13	\$565.13
2003	\$164.92	\$369.42	\$534.34
2004	\$185.45	\$388.70	\$574.15
2005	\$185.45	\$362.00	\$547.45
2006	\$172.60	\$312.06	\$484.66
2007	\$140.77	\$234.24	\$375.01
2008	\$141.27	\$214.73	\$356.00
2009	\$141.27	\$194.38	\$335.65
2010	\$141.27	\$174.04	\$315.31
2011	\$98.89	\$107.59	\$206.48
2012	\$99.26	\$93.70	\$192.96
2013	\$99.26	\$79.41	\$178.67
2014	\$95.91	\$62.92	\$158.83
2015	\$107.80	\$55.20	\$163.00
2016	\$53.90	\$13.66	\$67.56
TOTAL	\$2,327.22	\$3,898.50	\$6,225.72
TOTAL DUE AS OF MARCH, 2017			
TOTAL	\$3,187.43	\$5,251.11	\$8,438.54

This suit covers all delinquent taxes owed on this property, whether or not itemized herein for all years. Penalty and interest continue to accrue monthly at lawful rates.

THE ABOVE AMOUNTS DO NOT INCLUDE ANY FEES DUE THE DISTRICT CLERK OF THE COUNTY WHERE THIS SUIT IS FILED. TEXAS LAW MAKES YOU RESPONSIBLE FOR PAYMENT OF THESE FEES. PLEASE CONTACT THE LAW FIRM FOR THE AMOUNT DUE. THESE FEES MUST BE PAID BEFORE THE SUIT WILL BE DISMISSED. PAYMENT OF COURT COSTS MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER.

EXHIBIT "A-4"

60175630010090000
 NAIL ROAD 1 LP
 4713 W LOVERS LN STE 204
 DALLAS, TX 75209-3135

Tract 4: STILL COUNTRY ESTATES BLK 1
 LT 9 INT2016002009716 DD12312015 CO-
 DC 1756300100900 28717563001
 1731 Nail Rd.

LEGAL DESCRIPTION OF PROPERTY: LOT 9 BLOCK 1 OF STILL COUNTRY ESTATES IN DALLAS COUNTY, TEXAS, AS SHOWN BY THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2016002009716 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1731 NAIL ROAD, DALLAS COUNTY, TEXAS.

ABSTRACTOR'S FEE: \$350.00 (Tin Star Litigation Support & Title - "TST")

D E L I N Q U E N T T A X S T A T E M E N T

DALLAS COUNTY

ACCT. NO. 60175630010090000

YEAR	TAX AMT	P & I	TOTAL
2000	\$19.60	\$49.38	\$68.98
2001	\$19.60	\$49.54	\$69.14
2002	\$19.60	\$46.72	\$66.32
2003	\$20.39	\$45.67	\$66.06
2004	\$20.39	\$42.74	\$63.13
2005	\$21.39	\$41.75	\$63.14
2006	\$21.39	\$38.67	\$60.06
2007	\$22.81	\$37.96	\$60.77
2008	\$22.81	\$34.67	\$57.48
2009	\$22.81	\$31.38	\$54.19
2010	\$24.31	\$29.95	\$54.26
2011	\$17.02	\$18.51	\$35.53
2012	\$17.02	\$16.06	\$33.08
2013	\$17.02	\$13.62	\$30.64
2014	\$17.02	\$11.17	\$28.19
2015	\$17.02	\$8.72	\$25.74
2016	\$8.51	\$2.16	\$10.67
TOTAL	\$328.71	\$518.67	\$847.38

PARKLAND HOSPITAL DISTRICT

ACCT. NO. 60175630010090000

YEAR	TAX AMT	P & I	TOTAL
2000	\$25.40	\$63.98	\$89.38
2001	\$25.40	\$64.22	\$89.62
2002	\$25.40	\$60.56	\$85.96
2003	\$25.40	\$56.90	\$82.30
2004	\$25.40	\$53.24	\$78.64
2005	\$25.40	\$49.58	\$74.98

2006	\$25.40	\$45.93	\$71.33
2007	\$25.40	\$42.27	\$67.67
2008	\$25.40	\$38.61	\$64.01
2009	\$27.40	\$37.70	\$65.10
2010	\$27.10	\$33.39	\$60.49
2011	\$18.97	\$20.64	\$39.61
2012	\$18.97	\$17.91	\$36.88
2013	\$19.32	\$15.46	\$34.78
2014	\$20.02	\$13.14	\$33.16
2015	\$20.02	\$10.26	\$30.28
2016	\$9.78	\$2.48	\$12.26
TOTAL	\$390.18	\$626.27	\$1,016.45

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

ACCT. NO. 60175630010090000

YEAR	TAX AMT	P & I	TOTAL
2000	\$5.00	\$12.60	\$17.60
2001	\$6.00	\$15.17	\$21.17
2002	\$6.00	\$14.30	\$20.30
2003	\$7.78	\$17.43	\$25.21
2004	\$8.03	\$16.83	\$24.86
2005	\$8.16	\$15.92	\$24.08
2006	\$8.10	\$14.64	\$22.74
2007	\$8.04	\$13.38	\$21.42
2008	\$8.94	\$13.58	\$22.52
2009	\$9.49	\$13.06	\$22.55
2010	\$9.92	\$12.22	\$22.14
2011	\$6.98	\$7.60	\$14.58
2012	\$8.36	\$7.89	\$16.25
2013	\$8.73	\$6.99	\$15.72
2014	\$8.73	\$5.73	\$14.46
2015	\$8.66	\$4.43	\$13.09
2016	\$4.30	\$1.09	\$5.39
TOTAL	\$131.22	\$192.86	\$324.08

DALLAS COUNTY SCHOOL EQUALIZATION FUND

ACCT. NO. 60175630010090000

YEAR	TAX AMT	P & I	TOTAL
2000	\$.57	\$1.43	\$2.00
2001	\$.55	\$1.39	\$1.94
2002	\$.55	\$1.31	\$1.86
2003	\$.55	\$1.24	\$1.79
2004	\$.55	\$1.15	\$1.70
2005	\$.53	\$1.03	\$1.56
2006	\$.50	\$.90	\$1.40
2007	\$.47	\$.78	\$1.25
2008	\$.49	\$.75	\$1.24
2009	\$.52	\$.72	\$1.24
2010	\$1.00	\$1.23	\$2.23
2011	\$.70	\$.76	\$1.46
2012	\$.70	\$.66	\$1.36
2013	\$.70	\$.56	\$1.26
2014	\$.70	\$.46	\$1.16

2015	\$.70	\$.36	\$1.06
2016	\$.32	\$.08	\$.40
TOTAL	\$10.10	\$14.81	\$24.91

LANCASTER INDEPENDENT SCHOOL DISTRICT

ACCT. NO. 60175630010090000

YEAR	TAX AMT	P & I	TOTAL
2000	\$165.20	\$416.14	\$581.34
2001	\$167.00	\$422.18	\$589.18
2002	\$167.00	\$398.13	\$565.13
2003	\$164.92	\$369.42	\$534.34
2004	\$185.45	\$388.70	\$574.15
2005	\$185.45	\$362.00	\$547.45
2006	\$172.60	\$312.06	\$484.66
2007	\$140.77	\$234.24	\$375.01
2008	\$141.27	\$214.73	\$356.00
2009	\$141.27	\$194.38	\$335.65
2010	\$141.27	\$174.04	\$315.31
2011	\$98.89	\$107.59	\$206.48
2012	\$99.26	\$93.70	\$192.96
2013	\$99.26	\$79.41	\$178.67
2014	\$95.91	\$62.92	\$158.83
2015	\$107.80	\$55.20	\$163.00
2016	\$53.90	\$13.66	\$67.56
TOTAL	\$2,327.22	\$3,898.50	\$6,225.72
TOTAL DUE AS OF MARCH, 2017			
TOTAL	\$3,187.43	\$5,251.11	\$8,438.54

This suit covers all delinquent taxes owed on this property, whether or not itemized herein for all years. Penalty and interest continue to accrue monthly at lawful rates.

THE ABOVE AMOUNTS DO NOT INCLUDE ANY FEES DUE THE DISTRICT CLERK OF THE COUNTY WHERE THIS SUIT IS FILED. TEXAS LAW MAKES YOU RESPONSIBLE FOR PAYMENT OF THESE FEES. PLEASE CONTACT THE LAW FIRM FOR THE AMOUNT DUE. THESE FEES MUST BE PAID BEFORE THE SUIT WILL BE DISMISSED. PAYMENT OF COURT COSTS MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER.

EXHIBIT "A-5"

60175630010100000
NAIL ROAD 1 LP
4713 W LOVERS LN STE 204
DALLAS, TX 75209-3135

Tract 5: STILL COUNTRY ESTATES BLK 1
LT 10 INT2016002009716 DD12312015 CO-
DC 1756300101000 28717563001

1733 Nail Rd.

LEGAL DESCRIPTION OF PROPERTY: LOT 10 BLOCK 1 OF STILL COUNTRY ESTATES IN DALLAS COUNTY, TEXAS, AS SHOWN BY THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2016002009716 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1733 NAIL ROAD, DALLAS COUNTY, TEXAS.

ABSTRACTOR'S FEE: \$350.00 (Tin Star Litigation Support & Title - "TST")

DE LINQUENT TAX STATEMENT

DALLAS COUNTY

ACCT. NO. 60175630010100000

YEAR	TAX AMT	P & I	TOTAL
2000	\$19.60	\$49.38	\$68.98
2001	\$19.60	\$49.54	\$69.14
2002	\$19.60	\$46.72	\$66.32
2003	\$20.39	\$45.67	\$66.06
2004	\$20.39	\$42.74	\$63.13
2005	\$21.39	\$41.75	\$63.14
2006	\$21.39	\$38.67	\$60.06
2007	\$22.81	\$37.96	\$60.77
2008	\$22.81	\$34.67	\$57.48
2009	\$22.81	\$31.38	\$54.19
2010	\$24.31	\$29.95	\$54.26
2011	\$17.02	\$18.51	\$35.53
2012	\$17.02	\$16.06	\$33.08
2013	\$17.02	\$13.62	\$30.64
2014	\$17.02	\$11.17	\$28.19
2015	\$17.02	\$8.72	\$25.74
2016	\$8.51	\$2.16	\$10.67
TOTAL	\$328.71	\$518.67	\$847.38

PARKLAND HOSPITAL DISTRICT

ACCT. NO. 60175630010100000

YEAR	TAX AMT	P & I	TOTAL
2000	\$25.40	\$63.98	\$89.38
2001	\$25.40	\$64.22	\$89.62
2002	\$25.40	\$60.56	\$85.96
2003	\$25.40	\$56.90	\$82.30
2004	\$25.40	\$53.24	\$78.64
2005	\$25.40	\$49.58	\$74.98

2006	\$25.40	\$45.93	\$71.33
2007	\$25.40	\$42.27	\$67.67
2008	\$25.40	\$38.61	\$64.01
2009	\$27.40	\$37.70	\$65.10
2010	\$27.10	\$33.39	\$60.49
2011	\$18.97	\$20.64	\$39.61
2012	\$18.97	\$17.91	\$36.88
2013	\$19.32	\$15.46	\$34.78
2014	\$20.02	\$13.14	\$33.16
2015	\$20.02	\$10.26	\$30.28
2016	\$9.78	\$2.48	\$12.26
TOTAL	\$390.18	\$626.27	\$1,016.45

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

ACCT. NO. 60175630010100000

YEAR	TAX AMT	P & I	TOTAL
2000	\$5.00	\$12.60	\$17.60
2001	\$6.00	\$15.17	\$21.17
2002	\$6.00	\$14.30	\$20.30
2003	\$7.78	\$17.43	\$25.21
2004	\$8.03	\$16.83	\$24.86
2005	\$8.16	\$15.92	\$24.08
2006	\$8.10	\$14.64	\$22.74
2007	\$8.04	\$13.38	\$21.42
2008	\$8.94	\$13.58	\$22.52
2009	\$9.49	\$13.06	\$22.55
2010	\$9.92	\$12.22	\$22.14
2011	\$6.98	\$7.60	\$14.58
2012	\$8.36	\$7.89	\$16.25
2013	\$8.73	\$6.99	\$15.72
2014	\$8.73	\$5.73	\$14.46
2015	\$8.66	\$4.43	\$13.09
2016	\$4.30	\$1.09	\$5.39
TOTAL	\$131.22	\$192.86	\$324.08

DALLAS COUNTY SCHOOL EQUALIZATION FUND

ACCT. NO. 60175630010100000

YEAR	TAX AMT	P & I	TOTAL
2000	\$.57	\$1.43	\$2.00
2001	\$.55	\$1.39	\$1.94
2002	\$.55	\$1.31	\$1.86
2003	\$.55	\$1.24	\$1.79
2004	\$.55	\$1.15	\$1.70
2005	\$.53	\$1.03	\$1.56
2006	\$.50	\$.90	\$1.40
2007	\$.47	\$.78	\$1.25
2008	\$.49	\$.75	\$1.24
2009	\$.52	\$.72	\$1.24
2010	\$1.00	\$1.23	\$2.23
2011	\$.70	\$.76	\$1.46
2012	\$.70	\$.66	\$1.36
2013	\$.70	\$.56	\$1.26
2014	\$.70	\$.46	\$1.16

2015	\$.70	\$.36	\$1.06
2016	\$.32	\$.08	\$.40
TOTAL	\$10.10	\$14.81	\$24.91

LANCASTER INDEPENDENT SCHOOL DISTRICT

ACCT. NO. 60175630010100000

YEAR	TAX AMT	P & I	TOTAL
2000	\$165.20	\$416.14	\$581.34
2001	\$167.00	\$422.18	\$589.18
2002	\$167.00	\$398.13	\$565.13
2003	\$164.92	\$369.42	\$534.34
2004	\$185.45	\$388.70	\$574.15
2005	\$185.45	\$362.00	\$547.45
2006	\$172.60	\$312.06	\$484.66
2007	\$140.77	\$234.24	\$375.01
2008	\$141.27	\$214.73	\$356.00
2009	\$141.27	\$194.38	\$335.65
2010	\$141.27	\$174.04	\$315.31
2011	\$98.89	\$107.59	\$206.48
2012	\$99.26	\$93.70	\$192.96
2013	\$99.26	\$79.41	\$178.67
2014	\$95.91	\$62.92	\$158.83
2015	\$107.80	\$55.20	\$163.00
2016	\$53.90	\$13.66	\$67.56
TOTAL	\$2,327.22	\$3,898.50	\$6,225.72
TOTAL DUE AS OF MARCH, 2017			
TOTAL	\$3,187.43	\$5,251.11	\$8,438.54

This suit covers all delinquent taxes owed on this property, whether or not itemized herein for all years. Penalty and interest continue to accrue monthly at lawful rates.

THE ABOVE AMOUNTS DO NOT INCLUDE ANY FEES DUE THE DISTRICT CLERK OF THE COUNTY WHERE THIS SUIT IS FILED. TEXAS LAW MAKES YOU RESPONSIBLE FOR PAYMENT OF THESE FEES. PLEASE CONTACT THE LAW FIRM FOR THE AMOUNT DUE. THESE FEES MUST BE PAID BEFORE THE SUIT WILL BE DISMISSED. PAYMENT OF COURT COSTS MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER.

EXHIBIT "A-6"

60175630010110000
 NAIL ROAD 1 LP
 4713 W LOVERS LN STE 204
 DALLAS, TX 75209-3135

Tract 6: STILL COUNTRY ESTATES BLK 1
 LT 11 INT2016002009716 DD12312015 CO-
 DC 1756300101100 28717563001

1735 Nail Rd.

LEGAL DESCRIPTION OF PROPERTY: LOT 11 BLOCK 1 OF STILL COUNTRY ESTATES IN DALLAS COUNTY, TEXAS, AS SHOWN BY THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2016002009716 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1735 NAIL ROAD, DALLAS COUNTY, TEXAS.

ABSTRACTOR'S FEE: \$350.00 (Tin Star Litigation Support & Title - "TST")

D E L I N Q U E N T T A X S T A T E M E N T

DALLAS COUNTY

ACCT. NO. 60175630010110000

YEAR	TAX AMT	P & I	TOTAL
2000	\$19.60	\$49.38	\$68.98
2001	\$19.60	\$49.54	\$69.14
2002	\$19.60	\$46.72	\$66.32
2003	\$20.39	\$45.67	\$66.06
2004	\$20.39	\$42.74	\$63.13
2005	\$21.39	\$41.75	\$63.14
2006	\$21.39	\$38.67	\$60.06
2007	\$22.81	\$37.96	\$60.77
2008	\$22.81	\$34.67	\$57.48
2009	\$22.81	\$31.38	\$54.19
2010	\$24.31	\$29.95	\$54.26
2011	\$17.02	\$18.51	\$35.53
2012	\$17.02	\$16.06	\$33.08
2013	\$17.02	\$13.62	\$30.64
2014	\$17.02	\$11.17	\$28.19
2015	\$17.02	\$8.72	\$25.74
2016	\$8.51	\$2.16	\$10.67
TOTAL	\$328.71	\$518.67	\$847.38

PARKLAND HOSPITAL DISTRICT

ACCT. NO. 60175630010110000

YEAR	TAX AMT	P & I	TOTAL
2000	\$25.40	\$63.98	\$89.38
2001	\$25.40	\$64.22	\$89.62
2002	\$25.40	\$60.56	\$85.96
2003	\$25.40	\$56.90	\$82.30
2004	\$25.40	\$53.24	\$78.64
2005	\$25.40	\$49.58	\$74.98

2006	\$25.40	\$45.93	\$71.33
2007	\$25.40	\$42.27	\$67.67
2008	\$25.40	\$38.61	\$64.01
2009	\$27.40	\$37.70	\$65.10
2010	\$27.10	\$33.39	\$60.49
2011	\$18.97	\$20.64	\$39.61
2012	\$18.97	\$17.91	\$36.88
2013	\$19.32	\$15.46	\$34.78
2014	\$20.02	\$13.14	\$33.16
2015	\$20.02	\$10.26	\$30.28
2016	\$9.78	\$2.48	\$12.26
TOTAL	\$390.18	\$626.27	\$1,016.45

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

ACCT. NO. 60175630010110000

YEAR	TAX AMT	P & I	TOTAL
2000	\$5.00	\$12.60	\$17.60
2001	\$6.00	\$15.17	\$21.17
2002	\$6.00	\$14.30	\$20.30
2003	\$7.78	\$17.43	\$25.21
2004	\$8.03	\$16.83	\$24.86
2005	\$8.16	\$15.92	\$24.08
2006	\$8.10	\$14.64	\$22.74
2007	\$8.04	\$13.38	\$21.42
2008	\$8.94	\$13.58	\$22.52
2009	\$9.49	\$13.06	\$22.55
2010	\$9.92	\$12.22	\$22.14
2011	\$6.98	\$7.60	\$14.58
2012	\$8.36	\$7.89	\$16.25
2013	\$8.73	\$6.99	\$15.72
2014	\$8.73	\$5.73	\$14.46
2015	\$8.66	\$4.43	\$13.09
2016	\$4.30	\$1.09	\$5.39
TOTAL	\$131.22	\$192.86	\$324.08

DALLAS COUNTY SCHOOL EQUALIZATION FUND

ACCT. NO. 60175630010110000

YEAR	TAX AMT	P & I	TOTAL
2000	\$.57	\$1.43	\$2.00
2001	\$.55	\$1.39	\$1.94
2002	\$.55	\$1.31	\$1.86
2003	\$.55	\$1.24	\$1.79
2004	\$.55	\$1.15	\$1.70
2005	\$.53	\$1.03	\$1.56
2006	\$.50	\$.90	\$1.40
2007	\$.47	\$.78	\$1.25
2008	\$.49	\$.75	\$1.24
2009	\$.52	\$.72	\$1.24
2010	\$1.00	\$1.23	\$2.23
2011	\$.70	\$.76	\$1.46
2012	\$.70	\$.66	\$1.36
2013	\$.70	\$.56	\$1.26
2014	\$.70	\$.46	\$1.16

2015	\$.70	\$.36	\$1.06
2016	\$.32	\$.08	\$.40
TOTAL	\$10.10	\$14.81	\$24.91

LANCASTER INDEPENDENT SCHOOL DISTRICT

ACCT. NO. 60175630010110000

YEAR	TAX AMT	P & I	TOTAL
2000	\$165.20	\$416.14	\$581.34
2001	\$167.00	\$422.18	\$589.18
2002	\$167.00	\$398.13	\$565.13
2003	\$164.92	\$369.42	\$534.34
2004	\$185.45	\$388.70	\$574.15
2005	\$185.45	\$362.00	\$547.45
2006	\$172.60	\$312.06	\$484.66
2007	\$140.77	\$234.24	\$375.01
2008	\$141.27	\$214.73	\$356.00
2009	\$141.27	\$194.38	\$335.65
2010	\$141.27	\$174.04	\$315.31
2011	\$98.89	\$107.59	\$206.48
2012	\$99.26	\$93.70	\$192.96
2013	\$99.26	\$79.41	\$178.67
2014	\$95.91	\$62.92	\$158.83
2015	\$107.80	\$55.20	\$163.00
2016	\$53.90	\$13.66	\$67.56
TOTAL	\$2,327.22	\$3,898.50	\$6,225.72
TOTAL DUE AS OF MARCH, 2017			
TOTAL	\$3,187.43	\$5,251.11	\$8,438.54

This suit covers all delinquent taxes owed on this property, whether or not itemized herein for all years. Penalty and interest continue to accrue monthly at lawful rates.

THE ABOVE AMOUNTS DO NOT INCLUDE ANY FEES DUE THE DISTRICT CLERK OF THE COUNTY WHERE THIS SUIT IS FILED. TEXAS LAW MAKES YOU RESPONSIBLE FOR PAYMENT OF THESE FEES. PLEASE CONTACT THE LAW FIRM FOR THE AMOUNT DUE. THESE FEES MUST BE PAID BEFORE THE SUIT WILL BE DISMISSED. PAYMENT OF COURT COSTS MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER.

EXHIBIT "A-7"

60175630010120000
NAIL ROAD 1 LP
4713 W LOVERS LN STE 204
DALLAS, TX 75209-3135

Tract 7: STILL COUNTRY ESTATES BLK 1
LT 12 INT2016002009716 DD12312015 CO-
DC 1756300101200 28717563001

1737 Nail Rd.

LEGAL DESCRIPTION OF PROPERTY: LOT 12 BLOCK 1 OF STILL COUNTRY ESTATES IN DALLAS COUNTY, TEXAS, AS SHOWN BY THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2016002009716 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1737 NAIL ROAD, DALLAS COUNTY, TEXAS.

ABSTRACTOR'S FEE: \$350.00 (Tin Star Litigation Support & Title - "TST")

DE LINQUENT TAX STATEMENT

DALLAS COUNTY

ACCT. NO. 60175630010120000

YEAR	TAX AMT	P & I	TOTAL
2000	\$19.60	\$49.38	\$68.98
2001	\$19.60	\$49.54	\$69.14
2002	\$19.60	\$46.72	\$66.32
2003	\$20.39	\$45.67	\$66.06
2004	\$20.39	\$42.74	\$63.13
2005	\$21.39	\$41.75	\$63.14
2006	\$21.39	\$38.67	\$60.06
2007	\$22.81	\$37.96	\$60.77
2008	\$22.81	\$34.67	\$57.48
2009	\$22.81	\$31.38	\$54.19
2010	\$24.31	\$29.95	\$54.26
2011	\$17.02	\$18.51	\$35.53
2012	\$17.02	\$16.06	\$33.08
2013	\$17.02	\$13.62	\$30.64
2014	\$17.02	\$11.17	\$28.19
2015	\$17.02	\$8.72	\$25.74
2016	\$8.51	\$2.16	\$10.67
TOTAL	\$328.71	\$518.67	\$847.38

PARKLAND HOSPITAL DISTRICT

ACCT. NO. 60175630010120000

YEAR	TAX AMT	P & I	TOTAL
2000	\$25.40	\$63.98	\$89.38
2001	\$25.40	\$64.22	\$89.62
2002	\$25.40	\$60.56	\$85.96
2003	\$25.40	\$56.90	\$82.30
2004	\$25.40	\$53.24	\$78.64
2005	\$25.40	\$49.58	\$74.98

2006	\$25.40	\$45.93	\$71.33
2007	\$25.40	\$42.27	\$67.67
2008	\$25.40	\$38.61	\$64.01
2009	\$27.40	\$37.70	\$65.10
2010	\$27.10	\$33.39	\$60.49
2011	\$18.97	\$20.64	\$39.61
2012	\$18.97	\$17.91	\$36.88
2013	\$19.32	\$15.46	\$34.78
2014	\$20.02	\$13.14	\$33.16
2015	\$20.02	\$10.26	\$30.28
2016	\$9.78	\$2.48	\$12.26
TOTAL	\$390.18	\$626.27	\$1,016.45

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

ACCT. NO. 60175630010120000

YEAR	TAX AMT	P & I	TOTAL
2000	\$5.00	\$12.60	\$17.60
2001	\$6.00	\$15.17	\$21.17
2002	\$6.00	\$14.30	\$20.30
2003	\$7.78	\$17.43	\$25.21
2004	\$8.03	\$16.83	\$24.86
2005	\$8.16	\$15.92	\$24.08
2006	\$8.10	\$14.64	\$22.74
2007	\$8.04	\$13.38	\$21.42
2008	\$8.94	\$13.58	\$22.52
2009	\$9.49	\$13.06	\$22.55
2010	\$9.92	\$12.22	\$22.14
2011	\$6.98	\$7.60	\$14.58
2012	\$8.36	\$7.89	\$16.25
2013	\$8.73	\$6.99	\$15.72
2014	\$8.73	\$5.73	\$14.46
2015	\$8.66	\$4.43	\$13.09
2016	\$4.30	\$1.09	\$5.39
TOTAL	\$131.22	\$192.86	\$324.08

DALLAS COUNTY SCHOOL EQUALIZATION FUND

ACCT. NO. 60175630010120000

YEAR	TAX AMT	P & I	TOTAL
2000	\$.57	\$1.43	\$2.00
2001	\$.55	\$1.39	\$1.94
2002	\$.55	\$1.31	\$1.86
2003	\$.55	\$1.24	\$1.79
2004	\$.55	\$1.15	\$1.70
2005	\$.53	\$1.03	\$1.56
2006	\$.50	\$.90	\$1.40
2007	\$.47	\$.78	\$1.25
2008	\$.49	\$.75	\$1.24
2009	\$.52	\$.72	\$1.24
2010	\$1.00	\$1.23	\$2.23
2011	\$.70	\$.76	\$1.46
2012	\$.70	\$.66	\$1.36
2013	\$.70	\$.56	\$1.26
2014	\$.70	\$.46	\$1.16

2015	\$.70	\$.36	\$1.06
2016	\$.32	\$.08	\$.40
TOTAL	\$10.10	\$14.81	\$24.91

LANCASTER INDEPENDENT SCHOOL DISTRICT

ACCT. NO. 60175630010120000

YEAR	TAX AMT	P & I	TOTAL
2000	\$165.20	\$416.14	\$581.34
2001	\$167.00	\$422.18	\$589.18
2002	\$167.00	\$398.13	\$565.13
2003	\$164.92	\$369.42	\$534.34
2004	\$185.45	\$388.70	\$574.15
2005	\$185.45	\$362.00	\$547.45
2006	\$172.60	\$312.06	\$484.66
2007	\$140.77	\$234.24	\$375.01
2008	\$141.27	\$214.73	\$356.00
2009	\$141.27	\$194.38	\$335.65
2010	\$141.27	\$174.04	\$315.31
2011	\$98.89	\$107.59	\$206.48
2012	\$99.26	\$93.70	\$192.96
2013	\$99.26	\$79.41	\$178.67
2014	\$95.91	\$62.92	\$158.83
2015	\$107.80	\$55.20	\$163.00
2016	\$53.90	\$13.66	\$67.56
TOTAL	\$2,327.22	\$3,898.50	\$6,225.72
TOTAL DUE AS OF MARCH, 2017			
TOTAL	\$3,187.43	\$5,251.11	\$8,438.54

This suit covers all delinquent taxes owed on this property, whether or not itemized herein for all years. Penalty and interest continue to accrue monthly at lawful rates.

THE ABOVE AMOUNTS DO NOT INCLUDE ANY FEES DUE THE DISTRICT CLERK OF THE COUNTY WHERE THIS SUIT IS FILED. TEXAS LAW MAKES YOU RESPONSIBLE FOR PAYMENT OF THESE FEES. PLEASE CONTACT THE LAW FIRM FOR THE AMOUNT DUE. THESE FEES MUST BE PAID BEFORE THE SUIT WILL BE DISMISSED. PAYMENT OF COURT COSTS MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER.

EXHIBIT "A-8"

60175630010130000
NAIL ROAD 1 LP
4713 W LOVERS LN STE 204
DALLAS, TX 75209-3135

Tract 8: STILL COUNTRY ESTATES BLK 1
LT 13 INT2016002009716 DD12312015 CO-
DC 1756300101300 28717563001

1739 Nail Rd.

LEGAL DESCRIPTION OF PROPERTY: LOT 13 BLOCK 1 OF STILL COUNTRY ESTATES IN DALLAS COUNTY, TEXAS, AS SHOWN BY THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2016002009716 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1739 NAIL ROAD, DALLAS COUNTY, TEXAS.

ABSTRACTOR'S FEE: \$350.00 (Tin Star Litigation Support & Title - "TST")

DE LINQUENT TAX STATEMENT

DALLAS COUNTY

ACCT. NO. 60175630010130000

YEAR	TAX AMT	P & I	TOTAL
2000	\$19.60	\$49.38	\$68.98
2001	\$19.60	\$49.54	\$69.14
2002	\$19.60	\$46.72	\$66.32
2003	\$20.39	\$45.67	\$66.06
2004	\$20.39	\$42.74	\$63.13
2005	\$21.39	\$41.75	\$63.14
2006	\$21.39	\$38.67	\$60.06
2007	\$22.81	\$37.96	\$60.77
2008	\$22.81	\$34.67	\$57.48
2009	\$22.81	\$31.38	\$54.19
2010	\$24.31	\$29.95	\$54.26
2011	\$17.02	\$18.51	\$35.53
2012	\$17.02	\$16.06	\$33.08
2013	\$17.02	\$13.62	\$30.64
2014	\$17.02	\$11.17	\$28.19
2015	\$17.02	\$8.72	\$25.74
2016	\$8.51	\$2.16	\$10.67
TOTAL	\$328.71	\$518.67	\$847.38

PARKLAND HOSPITAL DISTRICT

ACCT. NO. 60175630010130000

YEAR	TAX AMT	P & I	TOTAL
2000	\$25.40	\$63.98	\$89.38
2001	\$25.40	\$64.22	\$89.62
2002	\$25.40	\$60.56	\$85.96
2003	\$25.40	\$56.90	\$82.30
2004	\$25.40	\$53.24	\$78.64
2005	\$25.40	\$49.58	\$74.98

2006	\$25.40	\$45.93	\$71.33
2007	\$25.40	\$42.27	\$67.67
2008	\$25.40	\$38.61	\$64.01
2009	\$27.40	\$37.70	\$65.10
2010	\$27.10	\$33.39	\$60.49
2011	\$18.97	\$20.64	\$39.61
2012	\$18.97	\$17.91	\$36.88
2013	\$19.32	\$15.46	\$34.78
2014	\$20.02	\$13.14	\$33.16
2015	\$20.02	\$10.26	\$30.28
2016	\$9.78	\$2.48	\$12.26
TOTAL	\$390.18	\$626.27	\$1,016.45

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

ACCT. NO. 60175630010130000

YEAR	TAX AMT	P & I	TOTAL
2000	\$5.00	\$12.60	\$17.60
2001	\$6.00	\$15.17	\$21.17
2002	\$6.00	\$14.30	\$20.30
2003	\$7.78	\$17.43	\$25.21
2004	\$8.03	\$16.83	\$24.86
2005	\$8.16	\$15.92	\$24.08
2006	\$8.10	\$14.64	\$22.74
2007	\$8.04	\$13.38	\$21.42
2008	\$8.94	\$13.58	\$22.52
2009	\$9.49	\$13.06	\$22.55
2010	\$9.92	\$12.22	\$22.14
2011	\$6.98	\$7.60	\$14.58
2012	\$8.36	\$7.89	\$16.25
2013	\$8.73	\$6.99	\$15.72
2014	\$8.73	\$5.73	\$14.46
2015	\$8.66	\$4.43	\$13.09
2016	\$4.30	\$1.09	\$5.39
TOTAL	\$131.22	\$192.86	\$324.08

DALLAS COUNTY SCHOOL EQUALIZATION FUND

ACCT. NO. 60175630010130000

YEAR	TAX AMT	P & I	TOTAL
2000	\$.57	\$1.43	\$2.00
2001	\$.55	\$1.39	\$1.94
2002	\$.55	\$1.31	\$1.86
2003	\$.55	\$1.24	\$1.79
2004	\$.55	\$1.15	\$1.70
2005	\$.53	\$1.03	\$1.56
2006	\$.50	\$.90	\$1.40
2007	\$.47	\$.78	\$1.25
2008	\$.49	\$.75	\$1.24
2009	\$.52	\$.72	\$1.24
2010	\$1.00	\$1.23	\$2.23
2011	\$.70	\$.76	\$1.46
2012	\$.70	\$.66	\$1.36
2013	\$.70	\$.56	\$1.26
2014	\$.70	\$.46	\$1.16

2015	\$.70	\$.36	\$1.06
2016	\$.32	\$.08	\$.40
TOTAL	\$10.10	\$14.81	\$24.91

LANCASTER INDEPENDENT SCHOOL DISTRICT

ACCT. NO. 60175630010130000

YEAR	TAX AMT	P & I	TOTAL
2000	\$165.20	\$416.14	\$581.34
2001	\$167.00	\$422.18	\$589.18
2002	\$167.00	\$398.13	\$565.13
2003	\$164.92	\$369.42	\$534.34
2004	\$185.45	\$388.70	\$574.15
2005	\$185.45	\$362.00	\$547.45
2006	\$172.60	\$312.06	\$484.66
2007	\$140.77	\$234.24	\$375.01
2008	\$141.27	\$214.73	\$356.00
2009	\$141.27	\$194.38	\$335.65
2010	\$141.27	\$174.04	\$315.31
2011	\$98.89	\$107.59	\$206.48
2012	\$99.26	\$93.70	\$192.96
2013	\$99.26	\$79.41	\$178.67
2014	\$95.91	\$62.92	\$158.83
2015	\$107.80	\$55.20	\$163.00
2016	\$53.90	\$13.66	\$67.56
TOTAL	\$2,327.22	\$3,898.50	\$6,225.72

TOTAL DUE AS OF MARCH, 2017

TOTAL	\$3,187.43	\$5,251.11	\$8,438.54
--------------	-------------------	-------------------	-------------------

This suit covers all delinquent taxes owed on this property, whether or not itemized herein for all years. Penalty and interest continue to accrue monthly at lawful rates.

THE ABOVE AMOUNTS DO NOT INCLUDE ANY FEES DUE THE DISTRICT CLERK OF THE COUNTY WHERE THIS SUIT IS FILED. TEXAS LAW MAKES YOU RESPONSIBLE FOR PAYMENT OF THESE FEES. PLEASE CONTACT THE LAW FIRM FOR THE AMOUNT DUE. THESE FEES MUST BE PAID BEFORE THE SUIT WILL BE DISMISSED. PAYMENT OF COURT COSTS MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER.

EXHIBIT "A-9"

60175630010160000
NAIL ROAD 1 LP
4713 W LOVERS LN STE 204
DALLAS, TX 75209-3135

Tract 9: STILL COUNTRY ESTATES BLK 1
LT 16 INT2016002009716 DD12312015 CO-
DC 1756300101600 28717563001

1745 Nail Rd.

LEGAL DESCRIPTION OF PROPERTY: LOT 16 BLOCK 1 OF STILL COUNTRY ESTATES IN DALLAS COUNTY, TEXAS, AS SHOWN BY THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2016002009716 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1745 NAIL ROAD, DALLAS COUNTY, TEXAS.

ABSTRACTOR'S FEE: \$350.00 (Tin Star Litigation Support & Title - "TST")

DE LINQUENT TAX STATEMENT

DALLAS COUNTY

ACCT. NO. 60175630010160000

YEAR	TAX AMT	P & I	TOTAL
2000	\$19.60	\$49.38	\$68.98
2001	\$19.60	\$49.54	\$69.14
2002	\$19.60	\$46.72	\$66.32
2003	\$20.39	\$45.67	\$66.06
2004	\$20.39	\$42.74	\$63.13
2005	\$21.39	\$41.75	\$63.14
2006	\$21.39	\$38.67	\$60.06
2007	\$22.81	\$37.96	\$60.77
2008	\$22.81	\$34.67	\$57.48
2009	\$22.81	\$31.38	\$54.19
2010	\$24.31	\$29.95	\$54.26
2011	\$17.02	\$18.51	\$35.53
2012	\$17.02	\$16.06	\$33.08
2013	\$17.02	\$13.62	\$30.64
2014	\$17.02	\$11.17	\$28.19
2015	\$17.02	\$8.72	\$25.74
2016	\$8.51	\$2.16	\$10.67
TOTAL	\$328.71	\$518.67	\$847.38

PARKLAND HOSPITAL DISTRICT

ACCT. NO. 60175630010160000

YEAR	TAX AMT	P & I	TOTAL
2000	\$25.40	\$63.98	\$89.38
2001	\$25.40	\$64.22	\$89.62
2002	\$25.40	\$60.56	\$85.96
2003	\$25.40	\$56.90	\$82.30
2004	\$25.40	\$53.24	\$78.64
2005	\$25.40	\$49.58	\$74.98

2006	\$25.40	\$45.93	\$71.33
2007	\$25.40	\$42.27	\$67.67
2008	\$25.40	\$38.61	\$64.01
2009	\$27.40	\$37.70	\$65.10
2010	\$27.10	\$33.39	\$60.49
2011	\$18.97	\$20.64	\$39.61
2012	\$18.97	\$17.91	\$36.88
2013	\$19.32	\$15.46	\$34.78
2014	\$20.02	\$13.14	\$33.16
2015	\$20.02	\$10.26	\$30.28
2016	\$9.78	\$2.48	\$12.26
TOTAL	\$390.18	\$626.27	\$1,016.45

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

ACCT. NO. 60175630010160000

YEAR	TAX AMT	P & I	TOTAL
2000	\$5.00	\$12.60	\$17.60
2001	\$6.00	\$15.17	\$21.17
2002	\$6.00	\$14.30	\$20.30
2003	\$7.78	\$17.43	\$25.21
2004	\$8.03	\$16.83	\$24.86
2005	\$8.16	\$15.92	\$24.08
2006	\$8.10	\$14.64	\$22.74
2007	\$8.04	\$13.38	\$21.42
2008	\$8.94	\$13.58	\$22.52
2009	\$9.49	\$13.06	\$22.55
2010	\$9.92	\$12.22	\$22.14
2011	\$6.98	\$7.60	\$14.58
2012	\$8.36	\$7.89	\$16.25
2013	\$8.73	\$6.99	\$15.72
2014	\$8.73	\$5.73	\$14.46
2015	\$8.66	\$4.43	\$13.09
2016	\$4.30	\$1.09	\$5.39
TOTAL	\$131.22	\$192.86	\$324.08

DALLAS COUNTY SCHOOL EQUALIZATION FUND

ACCT. NO. 60175630010160000

YEAR	TAX AMT	P & I	TOTAL
2000	\$.57	\$1.43	\$2.00
2001	\$.55	\$1.39	\$1.94
2002	\$.55	\$1.31	\$1.86
2003	\$.55	\$1.24	\$1.79
2004	\$.55	\$1.15	\$1.70
2005	\$.53	\$1.03	\$1.56
2006	\$.50	\$.90	\$1.40
2007	\$.47	\$.78	\$1.25
2008	\$.49	\$.75	\$1.24
2009	\$.52	\$.72	\$1.24
2010	\$1.00	\$1.23	\$2.23
2011	\$.70	\$.76	\$1.46
2012	\$.70	\$.66	\$1.36
2013	\$.70	\$.56	\$1.26
2014	\$.70	\$.46	\$1.16

2015	\$.70	\$.36	\$1.06
2016	\$.32	\$.08	\$.40
TOTAL	\$10.10	\$14.81	\$24.91

LANCASTER INDEPENDENT SCHOOL DISTRICT

ACCT. NO. 60175630010160000

YEAR	TAX AMT	P & I	TOTAL
2000	\$165.20	\$416.14	\$581.34
2001	\$167.00	\$422.18	\$589.18
2002	\$167.00	\$398.13	\$565.13
2003	\$164.92	\$369.42	\$534.34
2004	\$185.45	\$388.70	\$574.15
2005	\$185.45	\$362.00	\$547.45
2006	\$172.60	\$312.06	\$484.66
2007	\$140.77	\$234.24	\$375.01
2008	\$141.27	\$214.73	\$356.00
2009	\$141.27	\$194.38	\$335.65
2010	\$141.27	\$174.04	\$315.31
2011	\$98.89	\$107.59	\$206.48
2012	\$99.26	\$93.70	\$192.96
2013	\$99.26	\$79.41	\$178.67
2014	\$95.91	\$62.92	\$158.83
2015	\$107.80	\$55.20	\$163.00
2016	\$53.90	\$13.66	\$67.56
TOTAL	\$2,327.22	\$3,898.50	\$6,225.72
TOTAL DUE AS OF MARCH, 2017			
TOTAL	\$3,187.43	\$5,251.11	\$8,438.54

This suit covers all delinquent taxes owed on this property, whether or not itemized herein for all years. Penalty and interest continue to accrue monthly at lawful rates.

THE ABOVE AMOUNTS DO NOT INCLUDE ANY FEES DUE THE DISTRICT CLERK OF THE COUNTY WHERE THIS SUIT IS FILED. TEXAS LAW MAKES YOU RESPONSIBLE FOR PAYMENT OF THESE FEES. PLEASE CONTACT THE LAW FIRM FOR THE AMOUNT DUE. THESE FEES MUST BE PAID BEFORE THE SUIT WILL BE DISMISSED. PAYMENT OF COURT COSTS MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER.

EXHIBIT "A-10"

60175630010170000
NAIL ROAD 1 LP
4713 W LOVERS LN STE 204
DALLAS, TX 75209-3135

Tract 10: STILL COUNTRY ESTATES BLK
1 LT 17 INT2016002009716 DD12312015
CO-DC 1756300101700 28717563001
1747 Nail Rd.

LEGAL DESCRIPTION OF PROPERTY: LOT 17 BLOCK 1 OF STILL COUNTRY ESTATES IN DALLAS COUNTY, TEXAS, AS SHOWN BY THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2016002009716 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1747 NAIL ROAD, DALLAS COUNTY, TEXAS.

ABSTRACTOR'S FEE: \$350.00 (Tin Star Litigation Support & Title - "TST")

DELINQUENT TAX STATEMENT

DALLAS COUNTY

ACCT. NO. 60175630010170000

YEAR	TAX AMT	P & I	TOTAL
2000	\$19.60	\$49.38	\$68.98
2001	\$19.60	\$49.54	\$69.14
2002	\$19.60	\$46.72	\$66.32
2003	\$20.39	\$45.67	\$66.06
2004	\$20.39	\$42.74	\$63.13
2005	\$21.39	\$41.75	\$63.14
2006	\$21.39	\$38.67	\$60.06
2007	\$22.81	\$37.96	\$60.77
2008	\$22.81	\$34.67	\$57.48
2009	\$22.81	\$31.38	\$54.19
2010	\$24.31	\$29.95	\$54.26
2011	\$17.02	\$18.51	\$35.53
2012	\$17.02	\$16.06	\$33.08
2013	\$17.02	\$13.62	\$30.64
2014	\$17.02	\$11.17	\$28.19
2015	\$17.02	\$8.72	\$25.74
2016	\$8.51	\$2.16	\$10.67
TOTAL	\$328.71	\$518.67	\$847.38

PARKLAND HOSPITAL DISTRICT

ACCT. NO. 60175630010170000

YEAR	TAX AMT	P & I	TOTAL
2000	\$25.40	\$63.98	\$89.38
2001	\$25.40	\$64.22	\$89.62
2002	\$25.40	\$60.56	\$85.96
2003	\$25.40	\$56.90	\$82.30
2004	\$25.40	\$53.24	\$78.64
2005	\$25.40	\$49.58	\$74.98

2006	\$25.40	\$45.93	\$71.33
2007	\$25.40	\$42.27	\$67.67
2008	\$25.40	\$38.61	\$64.01
2009	\$27.40	\$37.70	\$65.10
2010	\$27.10	\$33.39	\$60.49
2011	\$18.97	\$20.64	\$39.61
2012	\$18.97	\$17.91	\$36.88
2013	\$19.32	\$15.46	\$34.78
2014	\$20.02	\$13.14	\$33.16
2015	\$20.02	\$10.26	\$30.28
2016	\$9.78	\$2.48	\$12.26
TOTAL	\$390.18	\$626.27	\$1,016.45

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

ACCT. NO. 60175630010170000

YEAR	TAX AMT	P & I	TOTAL
2000	\$5.00	\$12.60	\$17.60
2001	\$6.00	\$15.17	\$21.17
2002	\$6.00	\$14.30	\$20.30
2003	\$7.78	\$17.43	\$25.21
2004	\$8.03	\$16.83	\$24.86
2005	\$8.16	\$15.92	\$24.08
2006	\$8.10	\$14.64	\$22.74
2007	\$8.04	\$13.38	\$21.42
2008	\$8.94	\$13.58	\$22.52
2009	\$9.49	\$13.06	\$22.55
2010	\$9.92	\$12.22	\$22.14
2011	\$6.98	\$7.60	\$14.58
2012	\$8.36	\$7.89	\$16.25
2013	\$8.73	\$6.99	\$15.72
2014	\$8.73	\$5.73	\$14.46
2015	\$8.66	\$4.43	\$13.09
2016	\$4.30	\$1.09	\$5.39
TOTAL	\$131.22	\$192.86	\$324.08

DALLAS COUNTY SCHOOL EQUALIZATION FUND

ACCT. NO. 60175630010170000

YEAR	TAX AMT	P & I	TOTAL
2000	\$.57	\$1.43	\$2.00
2001	\$.55	\$1.39	\$1.94
2002	\$.55	\$1.31	\$1.86
2003	\$.55	\$1.24	\$1.79
2004	\$.55	\$1.15	\$1.70
2005	\$.53	\$1.03	\$1.56
2006	\$.50	\$.90	\$1.40
2007	\$.47	\$.78	\$1.25
2008	\$.49	\$.75	\$1.24
2009	\$.52	\$.72	\$1.24
2010	\$1.00	\$1.23	\$2.23
2011	\$.70	\$.76	\$1.46
2012	\$.70	\$.66	\$1.36
2013	\$.70	\$.56	\$1.26
2014	\$.70	\$.46	\$1.16

2015	\$.70	\$.36	\$1.06
2016	\$.32	\$.08	\$.40
TOTAL	\$10.10	\$14.81	\$24.91

LANCASTER INDEPENDENT SCHOOL DISTRICT

ACCT. NO. 60175630010170000

YEAR	TAX AMT	P & I	TOTAL
2000	\$165.20	\$416.14	\$581.34
2001	\$167.00	\$422.18	\$589.18
2002	\$167.00	\$398.13	\$565.13
2003	\$164.92	\$369.42	\$534.34
2004	\$185.45	\$388.70	\$574.15
2005	\$185.45	\$362.00	\$547.45
2006	\$172.60	\$312.06	\$484.66
2007	\$140.77	\$234.24	\$375.01
2008	\$141.27	\$214.73	\$356.00
2009	\$141.27	\$194.38	\$335.65
2010	\$141.27	\$174.04	\$315.31
2011	\$98.89	\$107.59	\$206.48
2012	\$99.26	\$93.70	\$192.96
2013	\$99.26	\$79.41	\$178.67
2014	\$95.91	\$62.92	\$158.83
2015	\$107.80	\$55.20	\$163.00
2016	\$53.90	\$13.66	\$67.56
TOTAL	\$2,327.22	\$3,898.50	\$6,225.72
TOTAL DUE AS OF MARCH, 2017			
TOTAL	\$3,187.43	\$5,251.11	\$8,438.54

This suit covers all delinquent taxes owed on this property, whether or not itemized herein for all years. Penalty and interest continue to accrue monthly at lawful rates.

THE ABOVE AMOUNTS DO NOT INCLUDE ANY FEES DUE THE DISTRICT CLERK OF THE COUNTY WHERE THIS SUIT IS FILED. TEXAS LAW MAKES YOU RESPONSIBLE FOR PAYMENT OF THESE FEES. PLEASE CONTACT THE LAW FIRM FOR THE AMOUNT DUE. THESE FEES MUST BE PAID BEFORE THE SUIT WILL BE DISMISSED. PAYMENT OF COURT COSTS MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER.

EXHIBIT "A-11"

60175630010180000
NAIL ROAD 1 LP
4713 W LOVERS LN STE 204
DALLAS, TX 75209-3135

Tract 11: STILL COUNTRY ESTATES BLK
1 LT 18 INT2016002009716 DD12312015
CO-DC 1756300101800 28717563001
1749 Nail Rd.

LEGAL DESCRIPTION OF PROPERTY: LOT 18 BLOCK 1 OF STILL COUNTRY ESTATES IN DALLAS COUNTY, TEXAS, AS SHOWN BY THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2016002009716 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1749 NAIL ROAD, DALLAS COUNTY, TEXAS.

ABSTRACTOR'S FEE: \$350.00 (Tin Star Litigation Support & Title - "TST")

DE LINQUENT TAX STATEMENT

DALLAS COUNTY

ACCT. NO. 60175630010180000

YEAR	TAX AMT	P & I	TOTAL
2000	\$19.60	\$49.38	\$68.98
2001	\$19.60	\$49.54	\$69.14
2002	\$19.60	\$46.72	\$66.32
2003	\$20.39	\$45.67	\$66.06
2004	\$20.39	\$42.74	\$63.13
2005	\$21.39	\$41.75	\$63.14
2006	\$21.39	\$38.67	\$60.06
2007	\$22.81	\$37.96	\$60.77
2008	\$22.81	\$34.67	\$57.48
2009	\$22.81	\$31.38	\$54.19
2010	\$24.31	\$29.95	\$54.26
2011	\$17.02	\$18.51	\$35.53
2012	\$17.02	\$16.06	\$33.08
2013	\$17.02	\$13.62	\$30.64
2014	\$17.02	\$11.17	\$28.19
2015	\$17.02	\$8.72	\$25.74
2016	\$8.51	\$2.16	\$10.67
TOTAL	\$328.71	\$518.67	\$847.38

PARKLAND HOSPITAL DISTRICT

ACCT. NO. 60175630010180000

YEAR	TAX AMT	P & I	TOTAL
2000	\$25.40	\$63.98	\$89.38
2001	\$25.40	\$64.22	\$89.62
2002	\$25.40	\$60.56	\$85.96
2003	\$25.40	\$56.90	\$82.30
2004	\$25.40	\$53.24	\$78.64
2005	\$25.40	\$49.58	\$74.98

2006	\$25.40	\$45.93	\$71.33
2007	\$25.40	\$42.27	\$67.67
2008	\$25.40	\$38.61	\$64.01
2009	\$27.40	\$37.70	\$65.10
2010	\$27.10	\$33.39	\$60.49
2011	\$18.97	\$20.64	\$39.61
2012	\$18.97	\$17.91	\$36.88
2013	\$19.32	\$15.46	\$34.78
2014	\$20.02	\$13.14	\$33.16
2015	\$20.02	\$10.26	\$30.28
2016	\$9.78	\$2.48	\$12.26
TOTAL	\$390.18	\$626.27	\$1,016.45

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

ACCT. NO. 60175630010180000

YEAR	TAX AMT	P & I	TOTAL
2000	\$5.00	\$12.60	\$17.60
2001	\$6.00	\$15.17	\$21.17
2002	\$6.00	\$14.30	\$20.30
2003	\$7.78	\$17.43	\$25.21
2004	\$8.03	\$16.83	\$24.86
2005	\$8.16	\$15.92	\$24.08
2006	\$8.10	\$14.64	\$22.74
2007	\$8.04	\$13.38	\$21.42
2008	\$8.94	\$13.58	\$22.52
2009	\$9.49	\$13.06	\$22.55
2010	\$9.92	\$12.22	\$22.14
2011	\$6.98	\$7.60	\$14.58
2012	\$8.36	\$7.89	\$16.25
2013	\$8.73	\$6.99	\$15.72
2014	\$8.73	\$5.73	\$14.46
2015	\$8.66	\$4.43	\$13.09
2016	\$4.30	\$1.09	\$5.39
TOTAL	\$131.22	\$192.86	\$324.08

DALLAS COUNTY SCHOOL EQUALIZATION FUND

ACCT. NO. 60175630010180000

YEAR	TAX AMT	P & I	TOTAL
2000	\$.57	\$1.43	\$2.00
2001	\$.55	\$1.39	\$1.94
2002	\$.55	\$1.31	\$1.86
2003	\$.55	\$1.24	\$1.79
2004	\$.55	\$1.15	\$1.70
2005	\$.53	\$1.03	\$1.56
2006	\$.50	\$.90	\$1.40
2007	\$.47	\$.78	\$1.25
2008	\$.49	\$.75	\$1.24
2009	\$.52	\$.72	\$1.24
2010	\$1.00	\$1.23	\$2.23
2011	\$.70	\$.76	\$1.46
2012	\$.70	\$.66	\$1.36
2013	\$.70	\$.56	\$1.26
2014	\$.70	\$.46	\$1.16

2015	\$.70	\$.36	\$1.06
2016	\$.32	\$.08	\$.40
TOTAL	\$10.10	\$14.81	\$24.91

LANCASTER INDEPENDENT SCHOOL DISTRICT

ACCT. NO. 60175630010180000

YEAR	TAX AMT	P & I	TOTAL
2000	\$165.20	\$416.14	\$581.34
2001	\$167.00	\$422.18	\$589.18
2002	\$167.00	\$398.13	\$565.13
2003	\$164.92	\$369.42	\$534.34
2004	\$185.45	\$388.70	\$574.15
2005	\$185.45	\$362.00	\$547.45
2006	\$172.60	\$312.06	\$484.66
2007	\$140.77	\$234.24	\$375.01
2008	\$141.27	\$214.73	\$356.00
2009	\$141.27	\$194.38	\$335.65
2010	\$141.27	\$174.04	\$315.31
2011	\$98.89	\$107.59	\$206.48
2012	\$99.26	\$93.70	\$192.96
2013	\$99.26	\$79.41	\$178.67
2014	\$95.91	\$62.92	\$158.83
2015	\$107.80	\$55.20	\$163.00
2016	\$53.90	\$13.66	\$67.56
TOTAL	\$2,327.22	\$3,898.50	\$6,225.72
TOTAL DUE AS OF MARCH, 2017			
TOTAL	\$3,187.43	\$5,251.11	\$8,438.54

This suit covers all delinquent taxes owed on this property, whether or not itemized herein for all years. Penalty and interest continue to accrue monthly at lawful rates.

THE ABOVE AMOUNTS DO NOT INCLUDE ANY FEES DUE THE DISTRICT CLERK OF THE COUNTY WHERE THIS SUIT IS FILED. TEXAS LAW MAKES YOU RESPONSIBLE FOR PAYMENT OF THESE FEES. PLEASE CONTACT THE LAW FIRM FOR THE AMOUNT DUE. THESE FEES MUST BE PAID BEFORE THE SUIT WILL BE DISMISSED. PAYMENT OF COURT COSTS MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER.

CIVIL CASE INFORMATION SHEET

TX-17-00386

CAUSE NUMBER (CLERK USE ONLY): _____ COURT (CLERK USE ONLY): _____ JUDICIAL DISTRICT

STYLED **DALLAS COUNTY, ET AL VS. NAIL ROAD 1 LP, ET AL**

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name: <u>Bridget Moreno Lopez</u>	Email: <u>dallas.litigation@lgb.com</u>	Plaintiff(s)/Petitioner(s): <u>Dallas County</u>	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other:
Address: <u>2777 N. Stemmons Freeway</u> <u>Suite 1000</u>	Telephone: <u>(214) 880-0089</u> <u>(214) 754-7167 - FAX</u>	Defendant(s)/Respondent(s): <u>Nail Road 1 LP</u>	Additional Parties in Child Support Case: <input type="checkbox"/> Custodial Parent: <input type="checkbox"/> Non-Custodial Parent: <input type="checkbox"/> Presumed Father:
City/State/Zip: <u>Dallas, TX 75207</u>		Additional Plaintiff(s)/Petitioner(s) and Defendant(s)/Respondent(s) on page 2	
Signature: 			

2. Indicate case type, or identify the most important issue in the case (select only 1):

Civil			Family Law	
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)
Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract:	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property:	Divorce <input type="checkbox"/> Annulment <input checked="" type="checkbox"/> Declare Marriage Void <input type="checkbox"/> With Children <input type="checkbox"/> No Children	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order
Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:				
Employment	Other Civil			
<input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:	<input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:	<input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:
Tax	Probate & Mental Health			
<input type="checkbox"/> Tax Appraisal <input checked="" type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings		<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:	

3. Indicate procedure or remedy, if applicable (may select more than 1):

<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover
---	---	---

4. Indicate damages sought (do not select if it is a family law case):

<input checked="" type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief. <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000
--

Additional Plaintiffs:

Parkland Hospital District

Dallas County Community College District

Dallas County School Equalization Fund

Lancaster Independent School District

Additional Defendants:

Steven M. Strong, (In Rem Only for tax years 2000-2006; In Personam Only for tax years 2007-2016)

EXHIBIT B

SUIT NO. TX-17-00386

DALLAS COUNTY, ET AL
VS.

§
§
§
§

**IN THE DISTRICT COURT
160TH JUDICIAL DISTRICT**

NAIL ROAD 1 LP, ET AL

DALLAS COUNTY, TEXAS

AFFIDAVIT FOR COST OF ABSTRACT

BEFORE ME, the undersigned authority, a notary public in and for Dallas County, Texas personally appeared **Sandra Daus** of **Tin Star Litigation Support & Title** ("TST") and affiant, known by me to be the person making this Affidavit, and thereby qualified in all respects to make this Affidavit, who was first by me duly sworn and who did then under oath state and certify:

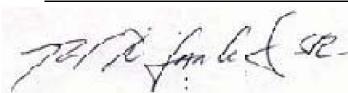
I, **Sandra Daus** am over the age of 18 years. I have never been convicted of a felony. I am fully competent to make this Affidavit. I am able to swear, as I do hereby swear that all statements made herein are true and correct and based on personal knowledge of each of the facts set forth herein.

TST has contracted with the law firm of Linebarger Goggan Blair & Sampson, LLP, attorneys of record for the Plaintiff(s), to provide the name, identity and location of the necessary parties and in procuring the necessary legal description(s) of the property(s) made the subject of the above numbered and entitled lawsuit. TST reviewed and examined the Dallas County Deed Records and various other sources to provide the requested information. The fee for said service is **\$3,850.00**. I am familiar with the rates and charges for title abstracts in and around the Dallas County area. The fee charged for the above described services is reasonable."



Sandra Daus - Affiant

Given under my hand and seal of office on the 02 day of April, 2017.



Notary Public in and for the State of Texas



EXHIBIT C

Cause No. TX-17-00386

DALLAS COUNTY, et al,
Plaintiffs

vs.

NAIL ROAD 1 LP; and
STEVEN M. STRONG,
Defendants

IN THE DISTRICT COURT
§
§
§
§
§
§
§
160th JUDICIAL DISTRICT
§
§
DALLAS COUNTY, TEXAS

NOTICE OF FILING OF DISCOVERY SERVED ON NON-PARTY

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, NAIL ROAD 1, LP, Defendant and Third-Party Plaintiff, and files this Notice of Filing of Discovery Served on Non-Party, and for cause would respectfully show unto the Court as follows:

Nail Road 1, LP files this notice of a Subpoena Duces Tecum and Notice of Oral Deposition Duces Tecum to Sandra J. Daus attached hereto as Exhibit "A." Said subpoena and notice were served upon Sandra J. Daus on June 6, 2017.

WHEREFORE, the Defendant and Third-Party Plaintiff Nail Road 1, LP moves for all relief requested herein for such other and further relief as it may show itself justly entitled.

Respectfully submitted,

STRONG LAW, PLLC

By: /s/ Steven M. Strong

Steven M. Strong
Texas Bar No. 19417800
steve@stronglegal.com

11700 Preston Rd, Ste 660-255
Dallas, Texas 75230
214 890 1100 Telephone
214 890-9875 Facsimile

Certificate of Service

I hereby certify that a copy of the foregoing was served upon Plaintiffs' counsel Mark Harris via email at Mark.Harris@lgb.com on the 7th day of June, 2017.

/s/ Steven M. Strong

Steven M. Strong

ISSUED IN THE NAME OF THE STATE OF TEXAS

Cause No. TX-17-00386

DALLAS COUNTY, et al,
Plaintiffs

vs.

NAIL ROAD 1 LP; and
STEVEN M. STRONG,
Defendants

IN THE DISTRICT COURT
§
§
§
§
§
§
160th JUDICIAL DISTRICT
§
§
§
DALLAS COUNTY, TEXAS

SUBPOENA

AND

SUBPOENA DUCES TECUM

TO ANY SHERIFF OR CONSTABLE OF THE STATE OF TEXAS OR OTHER PERSON AUTHORIZED TO SERVE AND EXECUTE SUBPOENAS AS PROVIDED IN TEXAS RULE OF CIVIL PROCEDURE 176.

YOU ARE HEREBY COMMANDED TO SUMMON, **Sandra J. Daus**, 418 Windy Knoll Dr., Murphy, TX 75094, (the "Witness") to appear at 4713 West Lovers Lane, 2nd Floor, Dallas, TX 75209, at 1:30 p.m., on June 16, 2017:

before a notary public or any other officer authorized by law to administer oath, to attend and give testimony at an oral deposition in this case, and to remain in attendance from day to day until lawfully discharged.

Additionally, **YOU, THE WITNESS, ARE COMMANDED** to produce and bring with you to said hearing, the documents and records identified in Exhibit A attached hereto and made a part hereof, which are in your custody and control.

This subpoena was issued at the request of Nail Road 1 LP, whose attorney of record is Steven M. Strong, 11700 Preston Rd., Ste 660-255, Dallas, TX, 75230, 214 890 1100.

Exhibit A

SUBPOENA

Page 1

Contempt. Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena is issued or a district court in the county in which the subpoena is served, and may be punished by fine or confinement, or both. Tex. R. Civ. P. 176.8(a).

DO NOT FAIL to return this writ to the 160th District Court, Dallas County, Texas, with either the attached officer's return showing the manner of execution or the witness's signed memorandum showing that the witness accepted the subpoena.

ISSUED on June 1, 2017.

By: /s/ Steven M. Strong

**Steven M. Strong
Bar No. 19417800
11700 Preston Rd.
Suite 660-255
Dallas, Texas 75230
214 890 1100 Telephone
214 890 9875 Facsimile**

EXHIBIT A

1. A copy of any and all current contracts with any and all of the following; Dallas County, Parkland Hospital District, Dallas County Community College District, Dallas County School Equalization Fund, Lancaster Independent School District (collectively known herein as the “Plaintiffs”), and Linebarger Goggan Blair & Sampson LLP (“Linebarger”) – relative to (i) title work and (ii) providing name, identity and location of necessary parties and in procuring legal descriptions of property made the subject of this cause (TX 17 00386).
2. Attached hereto as Exhibit A-1 is your Affidavit for Cost of Abstract filed in this cause on April 7, 2017 – referred to herein as “Your Affidavit.” With regard to your statement in Your Affidavit of “...and various other sources...”, provide any document or record specifically identifying all such “various other sources” to which you refer.
3. With regard to your statement in Your Affidavit of “TST reviewed and examined....”, provide any document or record specifically identifying the individual(s) who performed the specific review and examination to which you refer.
4. With regard to your statement in Your Affidavit of “...to provide the requested information.”, provide any document or record containing or evidencing the specific “requested information” to which you refer.
5. All documents and records generated or created by you or TST in connection with and resulting from the review and examination you refer to in Your Affidavit.
6. All documents and records sent to or received from any Plaintiff or Linebarger, relative to Your Affidavit or the review and examination you refer to in Your Affidavit.
7. In and all documents and records evidencing any invoice, billing or payment, to or from you or TST, relative to Your Affidavit or the review and examination you refer to in Your Affidavit.
8. Any document or record evidencing and identifying the owners or principals of TST on April 7, 2017 and through present.
9. Any document or record evidencing and identifying the officers and directors of TST on April 7, 2017 and through present.
10. The original of Your Affidavit.
11. Your driver’s license and social security card.
12. Documents and records evidencing all owners and ownership interests in Tin Star Litigation Support & Title from inception through present.

SUIT NO. TX-17-00386

DALLAS COUNTY, ET AL
VS.

IN THE DISTRICT COURT
160TH JUDICIAL DISTRICT

NAIL ROAD 1 LP, ET AL

§
§
§
§

DALLAS COUNTY, TEXAS

AFFIDAVIT FOR COST OF ABSTRACT

BEFORE ME, the undersigned authority, a notary public in and for Dallas County, Texas personally appeared **Sandra Daus** of **Tin Star Litigation Support & Title** ("TST") and affiant, known by me to be the person making this Affidavit, and thereby qualified in all respects to make this Affidavit, who was first by me duly sworn and who did then under oath state and certify:

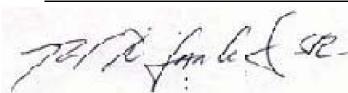
I, **Sandra Daus** am over the age of 18 years. I have never been convicted of a felony. I am fully competent to make this Affidavit. I am able to swear, as I do hereby swear that all statements made herein are true and correct and based on personal knowledge of each of the facts set forth herein.

TST has contracted with the law firm of Linebarger Goggan Blair & Sampson, LLP, attorneys of record for the Plaintiff(s), to provide the name, identity and location of the necessary parties and in procuring the necessary legal description(s) of the property(s) made the subject of the above numbered and entitled lawsuit. TST reviewed and examined the Dallas County Deed Records and various other sources to provide the requested information. The fee for said service is **\$3,850.00**. I am familiar with the rates and charges for title abstracts in and around the Dallas County area. The fee charged for the above described services is reasonable."



Sandra Daus - Affiant

Given under my hand and seal of office on the 02 day of April, 2017.



Notary Public in and for the State of Texas



Exhibit A-1

Cause No. TX-17-00386

DALLAS COUNTY, et al,
Plaintiffs

vs.

NAIL ROAD 1 LP; and
STEVEN M. STRONG,
Defendants

IN THE DISTRICT COURT
§
§
§
§
§
§
§
160th JUDICIAL DISTRICT
§
DALLAS COUNTY, TEXAS

NOTICE OF ORAL DEPOSITION DUCES TECUM

To: Dallas County, Parkland Hospital District, Dallas County Community College District, Dallas County School Equalization Fund, Lancaster Independent School District, by and through their attorney of record Mark Harris, 2777 N. Stemmons Frwy, Ste 1000, Dallas, TX 75207.

Please take notice that Defendant Nail Road 1, LP, will take the oral deposition of Sandra J. Daus (the "Deponent") in the above captioned action by oral examination and answer pursuant to Rules 199, 203 & 205 of the Tex.R.Civ.P. The deposition will begin at 1:30 p.m. on June 16, 2017 and continue until completed, and will take place at 4713 West Lovers Lane, 2nd Floor, Dallas, TX 75209. The deposition will resume before a notary public or any other officer authorized by law to administer oath.

The Deponent is required to produce at the time of the deposition, the documents and records identified on the Duces Tecum attached hereto.

You are further notified that this deposition may be videotaped. Further, Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, please be advised that the Defendants intend to use any and all documents produced by any party in this matter in any and all hearings, depositions and trials of this cause.

Respectfully submitted,

STRONG LAW, PLLC

By: /s/ Steven M. Strong
Steven M. Strong
Texas Bar No. 19417800

11700 Preston Rd., Ste 660-255
Dallas, Texas 75230
214 890 1100 Telephone
214 890-9875 Facsimile

ATTORNEY FOR DEFENDANTS

Certificate of Service

I hereby certify that a copy of the foregoing was served upon Plaintiffs' counsel Mark Harris via first class mail on the 1st day of June, 2017.

/s/ Steven M. Strong
Steven M. Strong

DUCES TECUM

1. A copy of any and all current contracts with any and all of the following; Dallas County, Parkland Hospital District, Dallas County Community College District, Dallas County School Equalization Fund, Lancaster Independent School District (collectively known herein as the “Plaintiffs”), and Linebarger Goggan Blair & Sampson LLP (“Linebarger”) – relative to (i) title work and (ii) providing name, identity and location of necessary parties and in procuring legal descriptions of property made the subject of this cause (TX 17 00386).
2. Attached hereto as Exhibit A-1 is your Affidavit for Cost of Abstract filed in this cause on April 7, 2017 – referred to herein as “Your Affidavit.” With regard to your statement in Your Affidavit of “...and various other sources...”, provide any document or record specifically identifying all such “various other sources” to which you refer.
3. With regard to your statement in Your Affidavit of “**TST** reviewed and examined....”, provide any document or record specifically identifying the individual(s) who performed the specific review and examination to which you refer.
4. With regard to your statement in Your Affidavit of “...to provide the requested information.”, provide any document or record containing or evidencing the specific “requested information” to which you refer.
5. All documents and records generated or created by you or TST in connection with and resulting from the review and examination you refer to in Your Affidavit.
6. All documents and records sent to or received from any Plaintiff or Linebarger, relative to Your Affidavit or the review and examination you refer to in Your Affidavit.
7. In and all documents and records evidencing any invoice, billing or payment, to or from you or TST, relative to Your Affidavit or the review and examination you refer to in Your Affidavit.
8. Any document or record evidencing and identifying the owners or principals of TST on April 7, 2017 and through present.
9. Any document or record evidencing and identifying the officers and directors of TST on April 7, 2017 and through present.
10. The original of Your Affidavit.
11. Your driver’s license and social security card.
12. Documents and records evidencing all owners and ownership interests in Tin Star Litigation Support & Title from inception through present.

EXHIBIT D

1 CAUSE NO. TX-17-00386
2
3 DALLAS COUNTY, ET AL, * IN THE DISTRICT COURT
4 Plaintiffs, *
5 VS. * DALLAS COUNTY, TEXAS
6 NAIL ROAD 1 LP; and *
7 STEVEN M. STRONG, *
8 Defendants. * 160TH JUDICIAL DISTRICT
9
10 *****
11 ORAL DEPOSITION OF
12 SANDRA DAUS
13 JUNE 16, 2017
14 *****
15

16 ORAL DEPOSITION OF SANDRA DAUS, produced as a
17 witness at the instance of the Defendant, and duly sworn,
18 was taken in the above-styled and -numbered cause on
19 June 16, 2017, from 1:42 p.m. to 5:14 p.m., before
20 Samantha M. Blair, CSR No. 8028 in and for the State of
21 Texas, reported by machine shorthand, at the offices at
22 4713 West Lovers Lane, 2nd Floor Conference Room, Dallas,
23 Texas 75209, pursuant to the Texas Rules of Civil
24 Procedure and any provisions stated on the record or
25 attached hereto.

APPEARANCES

Page 2

1 MR. EDWARD LOPEZ
2 MR. MARK HARRIS
3 Linebarger Goggan Blair & Sampson, LLP
4 2777 North Stemmons Freeway
5 Suite 1000
6 Dallas, Texas 75207
(214) 880-0089
7 EdwardL@lqbs.com

COUNSEL FOR THE PLAINTIFFS DALLAS COUNTY, PARKLAND HOSPITAL DISTRICT, DALLAS COUNTY COMMUNITY COLLEGE DISTRICT, DALLAS COUNTY SCHOOL EQUALIZATION FUND, LANCASTER INDEPENDENT SCHOOL DISTRICT

10 MR. STEVEN M. STRONG
Strong Law, PLLC
11 11700 Preston Road
Suite 660-255
12 Dallas, Texas 75230
(214) 890-1100

COUNSEL FOR THE DEFENDANTS

ALSO PRESENT: Ms. Ashley Brannan

1 **I N D E X**

Page 3

2 **SANDRA DAUS:**

3 **Page**

4 **EXAMINATION**
5 **BY MR. STRONG** **5**

6 **Signature and Changes** **178**

7 **Reporter's Certificate** **180**

9 **REQUESTED DOCUMENTS/INFORMATION**

11 **NONE**

13 **CERTIFIED QUESTIONS**

14 **NONE**

EXHIBITS

Page 4

No.	Description	Page
1	Subpoena and Subpoena Duces Tecum	7
2	Affidavit of Service	8
5	Copy of Driver's License	11
3	Signature Samples	66
4	Affidavit for Cost of Abstract	66
6	2016 Texas Franchise Tax Public Information Report for TinStar Title, Inc.	106
7	Preliminary Title Order Title Tracking	135
8	Abstracor Notes Order #618586, DCAD Account #60175630010030000	142
9	Abstract Packet for CAD Acct # 60175630010030000	146
9A	Abstract Packet for CAD Acct #60175630010050000	146
9B	Abstract Packet for CAD Acct #60175630010080000	146
9C	Abstract Packet for CAD Acct #60175630010090000	146
9D	Abstract Packet for CAD Acct #60175630010100000	146
9E	Abstract Packet for CAD Acct #60175630010110000	146
9F	Abstract Packet for CAD Acct #60175630010120000	146
9G	Abstract Packet for CAD Acct #60175630010130000	146
9H	Abstract Packet for CAD Acct #60175630010160000	146
9I	Abstract Packet for CAD Acct #60175630010170000	146
9J	Abstract Packet for CAD Acct #60175630010180000	146
10	Texas Secretary of State - Business Organizations Inquiry	151
11	2015 Texas Franchise Tax Public Information Report of TinStar Title Inc.	172
12	2015 Texas Franchise Tax Public Information Report of TinStar Title Inc.	174
13	2013 Texas Franchise Tax Public Information Report of TinStar Title Inc.	175
14	2013 Texas Franchise Tax Public Information Report of TinStar Title Inc.	175
15	2009 Texas Franchise Tax Public Information Report of TinStar Title Inc.	176

Page 9

1 A. Yes.

2 Q. All right. In looking at those 12 items, are
3 there any categories or any of the numbered items that
4 you did not have any documents for, at all?

5 A. Yes.

6 Q. Which ones are those?

7 A. I do not have Number 1. There's not -- there
8 was not a contract formally made between the law firm and
9 myself.

10 Q. Okay. All right. Thank you. Any others?

11 A. You wanted an original affidavit, but we submit
12 them electronically, so it's a copy.

13 Q. Okay. So that would be Number 2?

14 A. That would be -- my apologies. It was one you
15 said was an original.

16 Q. It's Number 10 actually, so...

17 A. Oh.

18 Q. You don't have Number 10?

19 A. Correct.

20 Q. All right. Are there any other of the Numbers 1
21 through 12 that you did not have any documents for?

22 A. Some of the things pertaining to TST. I don't
23 have any, like, real formal, like, business-type of drawn
24 documents. So I don't have those to produce, either.

25 Q. Okay. All right. Anything else?

Page 61

1 Q. And since you have been at Carrington, you are
2 not aware of any abstractor ever going to the Dallas
3 County Courthouse to do abstract work?

4 A. Correct.

5 Q. All right. Okay. So now tell me how you became
6 involved with doing work in this case, Linebarger and --

7 A. In 2007 decided to see if I could, being a
8 single mom, make something else happen for myself. So in
9 2007 decided to see if I could do this abstracting on the
10 side. And created TinStar, met with a law firm and
11 started to do work for them.

12 Q. When you said "a law firm," you mean Linebarger?

13 A. Linebarger.

14 Q. Okay. Did you know anybody at Linebarger before
15 you tried to meet with them?

16 A. An excoworker I had known or I had worked with
17 TinStar -- not TinStar, at Texas Nations Title, used to
18 work at Linebarger and I think went back and kind of kept
19 in contact a little bit.

20 Q. Okay. Who was that?

21 A. Steve Russell.

22 Q. So Steve Russell worked at Linebarger?

23 A. Correct.

24 Q. And then you say he left and now he's back?

25 A. Correct.

Page 64

1 Q. Do you know her name?

2 A. No, long time ago.

3 Q. All right. I may have asked -- just strike
4 that.

5 So after you met with them the first time,
6 how did it progress? Were they open to the idea?

7 A. Yes.

8 Q. How did it progress?

9 A. They were open to the idea. It was, We'll give
10 you some orders. Here's the product that we want. Can
11 you do it? This is how it functions as far as lawsuits.

12 It's all -- you bring us the abstract and we take the
13 abstract, we file suit. If we get paid or if the suit
14 pays, then you get paid. If it does not, you do not. So
15 we agreed to go ahead and try to see if we could make
16 it -- if it would be something that would be substantial
17 enough for us to -- or for me to keep.

18 Q. Has it been?

19 A. It has. It has filled its role.

20 Q. Have you -- so I'm assuming that you started
21 this work for them in 2007?

22 A. Yes.

23 Q. And have you been doing it continually on the
24 side that entire time?

25 A. Yes.

1 this -- this work for Linebarger?

Page 88

2 A. Yes.

3 Q. What do you call this work for Linebarger?

4 A. Abstract.

5 Q. Okay. Do you call it anything else?

6 A. No.

7 Q. Whenever you had the initial meeting with --

8 I'll just strike that.

9 What is your -- what is your arrangement
10 with the Linebarger firm? How are you paid? When are
11 you paid? How much do you get paid?

12 A. I get paid not by Linebarger. I get paid
13 through the courts. I've never received a payment from
14 Linebarger. It's strictly from the courts. Once in a
15 while it's from the owner of the property, or -- I don't
16 know if it's -- they got the property, you know, at the
17 steps, which is at foreclosure from the City foreclosing
18 on them, if they have to pay those fees. Once in a while
19 that happens. But of them -- most all checks are
20 filtered through -- or given to the courts and the courts
21 issue the payments to me.

22 Q. So since you've worked with Linebarger, have you
23 ever been paid by them?

24 A. Never.

25 Q. Okay. Interesting. Is it your testimony that

Page 89

1 all the abstracting work that you have done with
2 Linebarger or from Linebarger in every single instance of
3 that you have been paid by somebody other than
4 Linebarger?

5 A. Correct.

6 Q. And that's always either the courts or the
7 property owner?

8 A. Yes.

9 Q. There's never been anybody else that's paid you
10 other than the courts or the property owner?

11 A. Not to my knowledge, no.

12 Q. How do you get paid from the courts? Explain
13 that process.

14 A. We get paid through the courts only if the suit
15 gets paid. And the courts then go through, I'm assuming,
16 go through all the fees -- I'm assuming they take all the
17 court fees and all those things out and whatever money is
18 left, if there's enough to pay us the full amount, they
19 send us the full amount. If there's not enough to send
20 us the full amount, then they may send us a partial
21 amount.

22 Q. So how did you -- did you have to establish a
23 contact or relationship with the courts for that, the
24 district clerk or the county clerk or anything?

25 A. There was just initial setup of, Hey, hello,

Page 93

1 The payments from the clerk from the
2 Linebarger work, is that a gross or is there any
3 deductions on that? Any deductions, taxes or anything?

4 A. Well, afterwards, yes, of course, there is.

5 Q. But not what you get from the clerks?

6 A. Not what I get from the clerks, no. Not that I
7 know of. I don't think so.

8 Q. How would you not know that and who would know
9 that?

10 A. I don't know if whatever money the clerks get,
11 if there is some kind of -- if they tax it for some
12 reason.

13 Q. Okay. As far as you know, you are just getting
14 a gross check from the clerk's office, true?

15 A. Just generally it's a flat fee.

16 Q. Yeah. Okay. How does that money -- how does
17 that get to you?

18 A. By mail.

19 Q. They literally mail you checks?

20 A. They literally do.

21 Q. And who are the checks made payable to?

22 A. To TinStar Litigation Support and Title.

23 Q. Okay.

24 A. They do use TST as short sometimes.

25 Q. So sometimes your checks from the clerks will

Page 98

1 there is no company created in the state of Texas by the
2 name of TinStar Litigation Support and Title, that's news
3 to you, true?

4 MR. LOPEZ: Objection, leading.

5 A. True.

6 Q. (BY MR. STRONG) All right. Back on the folks
7 that do this work for you, Steve and Miranda?

8 A. Yes.

9 Q. Do they process all these orders? Do they do
10 the work right now currently? You don't really do it
11 yourself?

12 MR. LOPEZ: Objection, leading.

13 A. Currently they do the abstract.

14 Q. (BY MR. STRONG) All the work -- all the work --
15 all the abstracts -- the orders that you get from
16 Linebarger, those orders, that abstracting work is done
17 by Steve and Miranda, true?

18 A. Yes.

19 Q. And that has been the case for how long?

20 A. There is -- I can't say that it's been the case
21 permanently for how long, because there are times that I
22 go in and do it myself, as well.

23 Q. At least in the last year.

24 A. Again, I can't give you X amount of cases or X
25 amount of times, because it's not completely a hundred

Page 110

1 A. I'm not sure, no.

2 Q. So how could you have formed it if you don't
3 really know how they are done?

4 A. Because I was told to sign some papers and put
5 name and address, all that other -- other type of stuff.

6 So my understanding was that it was going to be under me.

7 Q. Is it still your testimony that your formed
8 TinStar Title, Inc.?

9 A. Yes.

10 Q. Even though Nahum Razo is the one that filed the
11 papers and signed them?

12 A. Yes.

13 Q. So how do you reconcile -- how do you make sense
14 of that to the jury, you formed it but yet somebody else
15 signed it?

16 A. I'm not sure. Obviously, I don't know some
17 details that I probably have missed.

18 Q. Like who formed it?

19 A. Correct.

20 Q. Who owns TinStar Title, Inc.? Who are the
21 shareholders?

22 A. My understanding it's me.

23 Q. Anybody else?

24 A. And Steve.

25 Q. Anybody else?

Page 111

- 1 A. And Dan.
- 2 Q. Dan?
- 3 A. Dan Bryant according to that paper, yes.
- 4 Q. Again, I'm not asking you what this paper says.
- 5 I can read it.
- 6 A. Okay.
- 7 Q. I'm asking your understanding of who owns
- 8 TinStar Title, Inc.?
- 9 A. It is me, Steve and Dan.
- 10 Q. Steve Russell?
- 11 A. Yes.
- 12 Q. Who is -- the Dan you are getting off of this is
- 13 Daniel P. Bryant?
- 14 A. Yes.
- 15 Q. Who is Daniel P. Bryant?
- 16 A. Daniel P. Bryant is a friend of Steve Russell.
- 17 Q. Okay. What is his role in owning a part of
- 18 TinStar Title, Inc.?
- 19 A. His role is he does a little bit of work with
- 20 us --
- 21 Q. You?
- 22 A. -- some of the packet, yeah.
- 23 Q. Some of your side work?
- 24 A. Yes.
- 25 Q. For Linebarger?

Page 112

1 A. Yes.

2 Q. Why didn't you mention him awhile ago?

3 A. I apologize. I have a bad relationship with him
4 and I don't think of him very often.

5 Q. So you just forget or you --

6 A. I forget.

7 Q. You forgot that somebody -- somebody you had do
8 work on this stuff you forgot about.

9 A. Yes. I don't -- again, I have a bad
10 relationship with him. I don't consider him as a -- for
11 whatever reasons, he doesn't come to mind when I think of
12 this other stuff, TinStar stuff.

13 Q. Does he get paid out of TinStar?

14 A. He does.

15 Q. How much does he get paid?

16 A. I believe the same as Steve -- he does get paid
17 the same as Steve.

18 Q. So about 65K a year?

19 A. Yes.

20 Q. 5,500 a month?

21 A. Yes.

22 Q. So who is Daniel P. Bryant. I know he's an
23 owner of TinStar, Inc. But why is he -- he's a friend of
24 Steve Russell's, true?

25 A. Yes.

Page 113

- 1 Q. Steve Russell brought him into this with you?
- 2 A. Yes, to help with the business stuff.
- 3 Q. And do some of the abstracting?
- 4 A. He does some of the name searching.
- 5 Q. Name searching?
- 6 A. Yes.
- 7 Q. From the orders you get from Linebarger?
- 8 A. Yes.
- 9 Q. Does Daniel P. Bryant have access to the
- 10 SharePoint Web site?
- 11 A. Yes. He does not use it.
- 12 Q. So that's somebody else that has access you
- 13 didn't tell me about earlier?
- 14 A. Yes.
- 15 Q. Okay. Do you want to go ahead and tell me now
- 16 who all has access to that Web site?
- 17 A. Steve, Miranda, me and Brian -- I mean Dan
- 18 Bryant.
- 19 Q. And why didn't you mention Dan's name earlier in
- 20 that question?
- 21 A. Again, because I have a bad relationship with
- 22 him. I don't think of him as much a part of what I do.
- 23 Q. So based on how you have a relationship with him
- 24 determines how you give answers under oath in this
- 25 deposition?

Page 114

- 1 A. It shouldn't, but --
- 2 Q. But it has?
- 3 A. -- it did.
- 4 Q. Has it affected any of your other answers thus
- 5 far?
- 6 A. I don't believe it has.
- 7 Q. Why do you have -- what's the rift between you
- 8 and Dan Bryant?
- 9 A. He just has different views than what I do, more
- 10 argumentative, more confrontive, more control issues, I
- 11 guess. I don't know.
- 12 Q. Does he have access to the bank account at Chase
- 13 that the money comes into from the clerks?
- 14 A. Yes, he does.
- 15 Q. So that's another question that you answered
- 16 incorrect?
- 17 A. Correct. I mean, it wasn't intentional, but I
- 18 did not answer it correctly again.
- 19 Q. You knew who he was the second you mentioned his
- 20 name?
- 21 A. Yes, I did, of course, I know who he is. It's
- 22 not somebody that I think of when I think of the work
- 23 that we do.
- 24 Q. So I basically can't rely on what you tell us?
- 25 A. That's not true.

Page 123

- 1 A. I'm not sure.
- 2 Q. You didn't prepare the affidavit?
- 3 A. Correct.
- 4 Q. The work that went in to the affidavit marked as
- 5 Exhibit 4, you didn't really do yourself, either, did
- 6 you?
- 7 A. The abstract?
- 8 Q. Correct.
- 9 A. Correct.
- 10 Q. Stephen or Miranda or Dan, but you don't
- 11 really -- one of them did it, but not you, true?
- 12 A. True.
- 13 Q. Who sets the price of \$350 per abstract?
- 14 A. The courts.
- 15 Q. The courts set that?
- 16 A. Uh-huh.
- 17 Q. To your understanding?
- 18 A. Yes.
- 19 Q. Do you know what courts and what process that is
- 20 set by?
- 21 A. I do not.
- 22 Q. Have you ever seen a court document that says
- 23 the abstracting work is set at \$350?
- 24 A. I have not.
- 25 Q. So is it your -- it's your testimony Linebarger

Page 164

- 1 A. In this particular case, no.
- 2 Q. Do you know how long Steve was actually at the
- 3 courthouse when he had to go do this?
- 4 A. Exactly, no.
- 5 Q. Approximately, do you know?
- 6 A. I do not know.
- 7 Q. Do you know if he had to go back more than once?
- 8 A. I do not know.
- 9 Q. Do you know if he did other abstracting work
- 10 while he was there on other properties?
- 11 A. I don't know.
- 12 Q. Do you know if anybody went with him?
- 13 A. I don't know.
- 14 Q. Do you know what date he actually went to the
- 15 courthouse to do this work?
- 16 A. I don't know.
- 17 Q. And you said that this abstract information,
- 18 these abstract packets were transmitted back up to
- 19 Linebarger on January 26th, 2017?
- 20 A. Yes.
- 21 Q. Have you done any further work on any of the
- 22 abstracting in this case since that date, since
- 23 January 26th of 2017?
- 24 A. No.
- 25 Q. Okay.

Dallas County, et al vs.
Nail Road 1 LP; and Steven M. Strong

1 CAUSE NO. TX-17-00386
2 DALLAS COUNTY, ET AL, * IN THE DISTRICT COURT
*
3 Plaintiffs,
*
*
4 VS. * DALLAS COUNTY, TEXAS
*
5 NAIL ROAD 1 LP; and *
STEVEN M. STRONG,
*
6 Defendants. * 160TH JUDICIAL DISTRICT
7

8 REPORTER'S CERTIFICATION
9 DEPOSITION OF: SANDRA DAUS
JUNE 16, 2017

10 I, Samantha M. Blair, Certified Shorthand
Reporter in and for the State of Texas, hereby certify to
the following:

11 That the witness, SANDRA DAUS, was duly sworn
12 by the officer and that the transcript of the oral
13 deposition is a true record of the testimony given by the
14 witness;

15 That the deposition transcript was
submitted on June 28, 20 17, to the witness,
SANDRA DAUS, 418 Windy Knoll Drive, Murphy, Texas 75094,
for examination, signature and return to Steve Gentry &
Associates, Inc., 5115 North Galloway, Suite 202,
Mesquite, Texas 75150 by July 21, 20 17.

16 That the amount of time used by each party at
17 the deposition is as follows:

18 1. MR. EDWARD LOPEZ
19 TIME: 0:00
20
21 2. MR. MARK HARRIS
22 TIME: 0:00
23 3. MR. STEVEN M. STRONG
TIME: 3:19

24 That pursuant to information given to the
deposition officer at the time said testimony was taken,
the following includes counsel for all parties of record:
25

1. MR. EDWARD LOPEZ
Counsel for Plaintiffs Dallas County, Parkland
Hospital District, Dallas County Community
College District, Dallas County School
Equalization Fund, Lancaster Independent School
District
2. MR. MARK HARRIS
Counsel for Plaintiffs Dallas County, Parkland
Hospital District, Dallas County Community
College District, Dallas County School
Equalization Fund, Lancaster Independent School
District
3. MR. STEVEN M. STRONG
Counsel for the Defendants

I further certify that I am neither counsel for,
related to, nor employed by any of the parties in the
action in which this proceeding was taken, and further
that I am not financially or otherwise interested in the
outcome of the action.

Further certification requirements pursuant to
Rule 203 of TRCP will be certified to after they have
occurred.

Certified to by me this 28th day
of June, 20 17.

Samantha Blair

Samantha M. Blair, Texas CSR No. 8028
CSR Exp: 12/31/18 Firm Reg No. 195
Steven H. Gentry & Associates, Inc.
5115 North Galloway, Suite 202
Mesquite, Texas 75150
Telephone Number: (214) 321-5333

DIGITAL SIGNATURE AUTHENTICATION

This transcript contains an electronic digital signature affixed by the court reporter. This advanced technology has been authorized by the CRCB as compliant under specific reporting guidelines. The process not only acknowledges the authenticity of a printed paper copy of the transcript but also the file in its state of electronic storage.

The technology encompasses transmission integrity, signature security, and record keeping for each individual CSR that affixes the signature. The CSR has sole personal control of affixing a signature certifying its authenticity.

EXHIBIT E



DALLAS COUNTY MWBE SPECIFICATIONS

**Leffie T. Crawford, Minority Business Officer
Minority & Women Business Enterprises**

MINORITY/WOMAN BUSINESS SPECIFICATIONS

For Bids/RFPs

I. POLICY STATEMENT Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. REQUIREMENT OF ALL BIDDERS/PROPOSERS: Each firm responding to this solicitation shall be required to submit with their bid/proposal information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

- 1. Compliance with Dallas County's Good Faith Effort Policy
- 2. MBE/WBE Participation Report Form
- 3. A Letter of Assurance A or Letter of Assurance B
- 4. MBE/WBE Identification
- 5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).
- 6. Dallas County M/WBE Payment Report.

Note

In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women-owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an MWBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder/proposer does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER

PROJECT TITLE

Total Amount of Your Bid/Proposal \$ _____
(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	NCTRCA* Certification #	Phone #	S / M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

No MBE/WBE's Added: Please Explain: _____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS:

ADDRESS:

PHONE#

(____) _____

Printed Name Of Preparer

Signature

Title

Date

3. LETTERS OF ASSURANCE

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County's Minority and Woman-Owned Business Involvement Policy in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Name of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're planning to use the services of an NCTRCA certified vendor)

or

Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

with our own work forces, and submit information sufficient to demonstrate that it is your normal business practice to do so.

or

without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're not planning to use the services of an NCTRCA certified vendor)

NOTE: Each bidder/proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

4. PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

is, is not a minority-owned business, **NCTRCA*** #_____

Woman Business Enterprise (WBE) - The bidder/proposer represents that it:

is, is not a woman-owned business, **NCTRCA*** #_____

*NCTRCA = North Central Texas Regional Certification Agency

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

Name of Firm

5. Section D- EMPLOYMENT DATA

Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Number of Employees (Report employees in only one category)

Race/Ethnicity

Not-Hispanic or Latino

TOTAL
COL.
A-N

Job Categories	Hispanic or Latino		Male						Female					
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
Executive/Senior Level officials and Managers	1.1													
First/Mid-Level Officials and Managers	1.2													
Professionals	2													
Technicians	3													
Sales Workers	4													
Administrative Support Workers	5													
Craft Workers	6													
Operatives	7													
Laborers and Helpers	8													
Service Workers	9													
TOTAL	10													
PREVIOUS YEAR TOTAL	11													

1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)

Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F- REMARKS Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information

Section G- CERTIFICATION

Check One	1	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person to contact regarding this report	Title	Address (Number and Street)	
City and State	Zip Code	Telephone No. (including area code and extension)	Email address

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE,
TITLE 18, SECTION 1001

6. DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number

Project Title

Invoice #

Work Order Date

Job #

Prime/General Contractor: _____

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Date	% to Date

Note:-

**This form must be completed and submitted with each payment request.
Any (significant) deviation from planned should include attached explanation**

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director

Signature of Officer/Director

Date

Dallas County Project Manager

Date

EXHIBIT F

DC-18-00509

Angie Avina

No. _____

**TINSTAR TITLE INC. DBA TINSTAR LITIGATION SUPPORT AND TITLE'S
VERIFIED PETITION REQUESTING DEPOSITIONS AND DOCUMENT DISCOVERY
TO INVESTIGATE POTENTIAL CLAIMS OR SUIT**

Rule 202 Predicate

1. Under Rule 202 of the Texas Rules of Civil Procedure ("Rule 202"), a person may petition the Court for an Order authorizing the taking of depositions on oral examination or written questions either (a) to perpetuate or obtain the person's own testimony or that of any other person for use in an anticipated suit or (b) to investigate a potential claim or suit.¹
2. TinStar Title Inc. dba TinStar Litigation Support and Title (hereinafter sometimes referred to as either "TinStar" or "Petitioner") files this action to investigate a potential claim or suit by Petitioner against the party outlined below.²

¹ Tex. R. Civ. P. 202.1.

² Tex. R. Civ. P. 202.2(d).

I. Introduction

3. Under Rule 202, Petitioner, TinStar Title Inc. asks this Court for permission to take several depositions, including ones of witnesses employed by Respondent, Linebarger Goggan Blair & Sampson, LLP (“Linebarger”), partners at Linebarger and other knowledgeable persons, to conduct discovery from the Respondent and various non-parties, and to investigate a potential claim or lawsuit against Linebarger regarding breaches of contracts, tortious interference with contractual rights, violations of the Texas Theft Liability Act³ or to sue for fraud, other torts, breach of contract, legal malpractice or negligent misrepresentation.

II. Parties

4. Petitioner, TinStar Title Inc. dba TinStar Litigation Support and Title is a Texas For-Profit Corporation.
5. Linebarger is a law firm that represents itself to be a national law firm with a practice dedicated to the collection of delinquent tax accounts receivable for government. Linebarger maintains an office at 2777 N. Stemmons Freeway, Suite 1000, Dallas, Texas 75207. Linebarger has not designated a registered agent with the Texas Secretary of State and so, pursuant to Texas Business Organizations Code, § 5.255, each general partner of a domestic limited partnership is an agent for that partnership. Accordingly, service of process may

³ Civil Prac. & Rem. Code §§ 134.002 et. seq.

be affected on Linebarger by serving Edward Lopez, general partner, at 2777 N. Stemmons Fry, Ste 1000, Dallas, Texas 75207-2328.

III. Jurisdiction, Venue and Conditions Precedent

6. This Court is a court of general subject matter jurisdiction.
7. This Court has personal jurisdiction over all parties to this case because all parties are either domiciled in Texas or do business in Texas such that they have sufficient minimum contacts to justify the exercise of personal jurisdiction under the constitution and laws of the State of Texas and the United States, and doing so would not offend traditional notions of fair play and substantial justice. Linebarger does business in the State of Texas and has an office located in Dallas, Texas. In addition, because the Petitioner proposes to investigate claims that would fall under this Court's original subject-matter jurisdiction, including claims under state law and claims for fraud, other torts, negligent misrepresentation and breach of contract,⁴ this Court has jurisdiction over this Petition.
8. Petitioner seeks an amount in controversy well within the jurisdictional limits of the Court.
9. Because the Petitioner and the Respondent both do business in this county and because all or a substantial part of the events to be investigated occurred here, venue is proper here.

⁴ See Tex. Const. Art. V, § 8; Tex. Gov't. Code §§ 24.007-008; *Subaru of Am., Inc. v. David McDavid Nissan, Inc.*, 84 S.W.3rd 212, 221 (Tex. 2002); Tex. R. Civ. P. 202.2(d)(2) allowing a petition to investigate a claim.

10. Petitioner asserts that all conditions precedent to performing or maintaining this cause of action have occurred or have been satisfied.

IV. Subject Matter and the Petitioner's Interest

11. Under Rule 202.2(e), TinStar states that it has had a long-term continuing contract with Linebarger to perform title work on behalf of Linebarger. Linebarger, on information and belief, is an independent contractor publicly representing itself to be a professional collection service managing more than \$10 billion in delinquent tax accounts receivable for its public-sector clientele.⁵ Linebarger further publicly holds itself out as a representative of hundreds of local taxing jurisdictions in the collection of their delinquent property taxes.⁶ Linebarger claims to have 46 offices in multiple states from New York, New York to Los Angeles and San Diego, California. One of their offices is in Dallas, Texas.

12. TinStar has been the entity since 2007 handling the massive volume of title work demanded by Linebarger out of its Dallas Office. Procedurally, when Linebarger would file suit to collect on unpaid taxes, Linebarger had TinStar do a detailed abstract of the property to ensure that they had the correct property owner and to determine if there were lienholders who needed to be contacted prior to Linebarger instituting the foreclosure and potential sheriff's sale of the property subject to the delinquent taxes.

⁵ See: <http://www.lgbs.com/our-services/>

⁶ See: <http://www.lgbs.com/our-services/collections/taxes/>

13. Pursuant to the various emails, texts and other documents between the parties, the terms of the contract were clear. It was as simple as Linebarger would forward the details of a delinquent property owner and TinStar would prepare the title search on the property and the property owner. When Linebarger would resolve the matter either by settlement or judgment, then Linebarger was obligated to ensure that TinStar was paid \$350.00 per property from the courts or from the owner of the property. TinStar is paid only if the Linebarger is successful in pursuing its suit.

14. On information and belief, there came a time in either 2016 or 2017 that Linebarger, on information and belief, wanted to terminate their relationship with TinStar and to intentionally interfere with TinStar's outstanding invoices, including many where the payment of the fee to TinStar had vested. The pending and unpaid invoices due and owing to TinStar exceed \$3,500,000.00 for work done on over 10,000 delinquent tax accounts.

15. On or about March 2, 2017 Linebarger on behalf of Dallas County, Parkland Hospital district, et al. filed suit against Nail Road 1, LP, A Texas Limited Partnership and Steven M. Strong (In Rem Only).

16. On or about June 6, 2017, Sandra Daus, a principal of TinStar was noticed for her deposition by Steven M. Strong. On or about June 6, 2017, Edward Lopez advised Sandra Daus of the lawsuit and that she had been noticed for her deposition and that Linebarger did not represent Sandra Daus. On or about June 13, 2017, Sandra Daus again spoke with Edward Lopez confirming that she had to attend the deposition. Edward Lopez specifically told Sandra Daus that he did

not move to remove TinStar's fees because he wanted to show that neither TinStar nor Linebarger had anything to hide. During this conversation, Sandra Daus specifically asked Edward Lopez if she needed to get a lawyer. He responded by asking why she would need a lawyer and why waste \$600.00. He said that she could get a lawyer but why would she need a lawyer. He further stated that "we" could set up a meeting and Edward Lopez could "coach" Sandra Daus and go over what might be asked of her in the deposition. Sandra Daus specifically understood this advice from Edward Lopez meant that she did not need to get an attorney and that Linebarger would be taking care of her. This information was transferred by attorney Edward Lopez to a known party, Sandra Daus, for a known purpose. Sandra Daus accordingly was a member of that limited class of potential claimants covered under § 552(2)(a)⁷. Accordingly, TinStar needs this Rule 202 to further establish that the professional, Edward Lopez, was aware of the non-client and intended that the non-client rely on the information provided to Sandra Daus. TinStar requires this Rule 202 to further establish its claim for negligent misrepresentation, assuming arguendo, that TinStar was not, in fact, represented by Linebarger during the deposition of Sandra Daus.

17. Notwithstanding Edward Lopez's claim that Linebarger did not represent Sandra Daus, in preparation for such deposition and at the request of Linebarger attorneys, Sandra Daus met with at least the following attorneys from Linebarger:

- a. Edward Lopez, Jr., SBN 12563520;

⁷ RESTATEMENT (SECOND) OF TORTS § 552(2)(a).

- b. Mark Harris, SBN 24050723; and
- c. Brandon Lane, SBN 24039007

18. The listed lawyers, along with potentially other attorneys, met for approximately two hours with Sandra Daus providing her legal advice on how to testify and being coached on how to answer questions that may be asked during her deposition.

19. As discussed above, before the meeting that occurred on or about June 15, 2017, Edward Lopez advised Sandra Daus that she did not need personal counsel. In addition to TinStar's need to investigate the claim for negligent misrepresentation, and in the alternative, Sandra Daus, relying on the legal advice provided to her by Edward Lopez, attended the deposition without an attorney technically representing her as the representative of TinStar. It is undisputed that an "attorney-client relationship may also be established through an implied agreement based on words and conduct of the parties.... Moreover, courts recognize that 'an attorney-client relationship can be implied from the attorney's gratuitous rendition of professional services. Even though Edward Lopez told Sandra Daus that he would not represent her at the deposition, the attorney-client relationship was formed when she asked for legal advice on whether or not she needed an attorney at the deposition and he provided her with the advice that she did not need an attorney at the deposition.

20. Here, TinStar intends to investigate whether or not Edward Lopez has either committed legal malpractice, or through his representation to Sandra Daus that she did not need an attorney at the deposition, whether or not he is liable for

negligent misrepresentation toward a non-client. Here, TinStar is seeking the evidence that Edward Lopez provided the information to Sandra Daus that she did not need an attorney under circumstances where Edward Lopez was aware of Sandra Daus and intended for Sandra Daus to rely on the information that she did not need a lawyer.⁸ TinStar is further seeking evidence that the advice and negligent misrepresentation provided to Sandra Daus by Edward Lopez and potentially other lawyers at Linebarger was harmful to TinStar.

21. In accordance with the contract between Linebarger and TinStar, TinStar abstracted the titles, prepared the affidavit and submitted the abstract and affidavit to Linebarger. Linebarger, as part of the ongoing contractual arrangement between the parties, always prepared the cost affidavits and TinStar returned the affirmed affidavits for filing. After Oct. 2015, and at the direction of Linebarger, electronic signatures were included by Linebarger
22. In addition, Linebarger provided advice to TinStar that TinStar could legally execute the affidavits not in the presence of a notary. On numerous occasions, Linebarger actually executed the affidavits by signing Sandra Daus' signature to the affidavits and then notarized the affidavits with Sandra Daus never having signed the affidavit, nor being in the presence of a notary when the affidavits were notarized by employees of Linebarger.
23. Now, Linebarger is interfering with TinStar's rights to being paid, is voiding TinStar's affidavits; is taking TinStar's work and affixing affidavits by individuals

⁸ *McCamish, Mardin, Brown & Loeffler v. F.E. Appling Interests*, 991 S.W.2nd 787, 793 (Tex. 1999),
Page | 8

at Linebarger to take the funds due and owing to TinStar, among other illegal acts.

24. TinStar has calculated that the actual damages suffered by TinStar exceeds \$3,500,000.00. Linebarger is now attempting to choke off the source of funding to TinStar to keep TinStar from pursuing this litigation.

25. The subject matter of the Rule 202 and TinStar's interest involves, among other potential claims:

- a. The contract between TinStar and Linebarger;
- b. The breach of the contract by Linebarger;
- c. The tortious interference with the contractual rights of TinStar;
- d. The breach of fiduciary duty owed to TinStar;
- e. The legal malpractice committed by a partner of Linebarger;
- f. The negligent misrepresentation by a partner of Linebarger;
- g. Third-party-beneficiary breach of contract;
- h. Conspiracy to commit fraud;
- i. Fraud; and
- j. Aiding and abetting fraud.
- k. Violations of Restatement (Second) of Torts §552(2)(a)⁹

⁹ See: *Grant Thornton LLP v. Prospect High Income Fund*, 314 S.W.3rd 913, 919 (Tex. 2010): "For nearly two decades, we have similarly embraced the Restatement approach. See *McCamish, Mardin, Brown & Loeffler v. F.E. Appling Interests*, 991 S.W.2d 787, 791 (Tex. 1999); see also *Fed. Land Bank Ass'n v. Sloane*, 825 S.W.2d 439, 442 (Tex. 1991). In *McCamish*, we examined whether the absence of an attorney-client relationship precluded a third party from suing an attorney for negligent misrepresentation under Restatement section 552. *McCamish*, 991 S.W.2d at 788. We held that, under certain circumstances, section 552 causes of action can be brought by third parties against attorneys, just as they have been legitimately brought against auditors, accountants, and other professionals. *Id.* at 791.

V. Persons Expected to have Adverse Interests

26. Pursuant to Rule 202.2(f), TinStar expects the following entities or persons to have interests adverse to TinStar's in any suit—

- a. Linebarger Goggan Blair & Sampson, LLP
2777 N. Stemmons Freeway, Suite 1000
Dallas, Texas 75207
Phone: 214.880.0089
- b. Edward Lopez, Jr., Partner
Linebarger Goggan Blair & Sampson, LLP
2777 N. Stemmons Freeway, Suite 1000
Dallas, Texas 75207
Phone: 214.880.0089

VI. Rule 202 Claim & Deponents

27. TinStar seeks to investigate a potential claim or lawsuit against Linebarger and Edward Lopez.¹⁰

28. Under Rule 202(g), TinStar intends to take the depositions of—

- a. Edward Lopez, Jr., Partner
Linebarger Goggan Blair & Sampson, LLP
2777 N. Stemmons Freeway, Suite 1000
Dallas, Texas 75207
Phone: 214.880.0089

We explained that "a section 552 cause of action is available only when information is transferred by an attorney to a *known* party for a *known* purpose." *Id.* at 794 (emphasis added). Under section 552, a "known party" is one who falls in a limited class of potential claimants, " 'for whose benefit and guidance [one] intends to supply the information or knows that the recipient intends to supply it.' " *Id.* (quoting Restatement (Second) of Torts § 552(2)(a)). This formulation limits liability to situations in which the professional who provides the information is "aware of the nonclient and intends that the nonclient rely on the information."

¹⁰ See Tex. R. Civ. P. 202.1(b) and 202.2(d)(2).

- b. Rosalind Coston
Linebarger Goggan Blair & Sampson, LLP
2777 N. Stemmons Freeway, Suite 1000
Dallas, Texas 75207
Phone: 214.880.0089
- c. Mardi Coston Jackson
Linebarger Goggan Blair & Sampson, LLP
2777 N. Stemmons Freeway, Suite 1000
Dallas, Texas 75207
Phone: 214.880.0089

29. Pursuant to Rule 202.2(g), TinStar expects to elicit testimony from Edward Lopez on the following topics—

- a. Linebarger's organization, leadership, purposes, business, experience, and public-sector expertise and experience, as well as documents relating to the agreement between Linebarger and TinStar, TinStar's compensation agreement relating to its work for Linebarger, internal memorandum and emails, all communications relating to the deposition of Sandra Daus, all communications relating to any allegation that TinStar was fired by Linebarger.
- b. Linebarger's independent contractor arrangement with the taxing authorities in Dallas County, the City of Dallas, Dallas Independent School District and any and all other taxing authorities with whom Linebarger conducted business, which taxing authority was located in whole or in part in Dallas County, Texas.
- c. Whether Linebarger and Edward Lopez fully complied with the Non-Destruct letter dated September 29, 2017 emailed and received by

Linebarger at 5:22PM on September 29, 2017. A copy of such Non-Destruct letter is attached hereto as Exhibit 1.

- d. Linebarger's discussions relating to the verification of affidavits by Sandra Daus, and in particular, whether employees of Linebarger could sign Sandra Daus' name to affidavits and whether employees of Linebarger could notarize a facsimile signature of Sandra Daus, not in her presence.
- e. His knowledge of all conversations and communications involving Kevin Franks where he stated, wrote down, emailed, texted or rendered an opinion that Sandra Daus could have her signature on a verification not in the presence of a notary.
- f. The letters and correspondence including the correspondence between Kevin Franks and Sandra Daus;
- g. The letters and correspondence between Edward Lopez and any other partner or employee of Linebarger on the one hand and TinStar and/or Sandra Daus on the other hand.
- h. The thoughts, intentions, research, and practices regarding complying with Texas law relating to signing, verifying and filing Affidavits of Costs of Kevin Franks and Edward Lopez generally and in particular relating to TinStar and Sandra Daus.
- i. Production of Linebarger's internal procedures, policies, and controls related to signing, verifying and filing Affidavits of Costs by both Linebarger and TinStar.

- j. Linebarger's use of the money from Affidavits of Costs originally filed by TinStar and not paid to TinStar.
- k. Linebarger's and Edward Lopez's refusal and/or failure to pay TinStar for the filed Affidavits of Costs.

30. Pursuant to Rule 202.2(g), TinStar expects to elicit testimony from Rosalind Coston on the following topics—

- a. Linebarger's organization, leadership, purposes, business, experience, and public-sector expertise and experience, as well as documents relating to the agreement between Linebarger and TinStar, TinStar's compensation agreement relating to its work for Linebarger, internal memorandum and emails, all communications relating to the deposition of Sandra Daus, all communications relating to any allegation that TinStar was fired by Linebarger.
- b. Whether Linebarger and Rosalind Coston fully complied with the Non-Destruct letter dated September 29, 2017 emailed and received by Linebarger at 5:22PM on September 29, 2017. A copy of such Non-Destruct letter is attached hereto as Exhibit 1.
- c. Linebarger's discussions relating to the verification of affidavits by Sandra Daus, and in particular, whether employees of Linebarger could sign Sandra Daus' name to affidavits and whether employees of Linebarger could notarize a facsimile signature of Sandra Daus, not in her presence.

- d. Her knowledge of all conversations and communications involving Kevin Franks where Kevin Franks stated, wrote down, emailed, texted or rendered an opinion that Sandra Daus could have her signature on a verification not in the presence of a notary.
- e. The letters and correspondence including the correspondence between Kevin Franks and Sandra Daus;
- f. The letters and correspondence between Rosalind Coston and any other partner or employee of Linebarger on the one hand and TinStar and/or Sandra Daus on the other hand.
- g. The thoughts, intentions, research, and practices regarding complying with Texas law relating to signing, verifying and filing Affidavits of Costs of Kevin Franks and Rosalind Coston generally and in particular relating to TinStar and Sandra Daus.
- h. Production of Linebarger's internal procedures, policies, and controls related to signing, verifying and filing Affidavits of Costs by both Linebarger and TinStar.
- i. Linebarger's use of the money from Affidavits of Costs originally filed by TinStar and not paid to TinStar.
- j. Linebarger's and Rosalind Coston's refusal and/or failure to pay TinStar for the filed Affidavits of Costs.

31. Pursuant to Rule 202.2(g), TinStar expects to elicit testimony from Mardi Coston Jackson on the following topics—

- a. Linebarger's organization, leadership, purposes, business, experience, and public-sector expertise and experience, as well as documents relating to the agreement between Linebarger and TinStar, TinStar's compensation agreement relating to its work for Linebarger, internal memorandum and emails, all communications relating to the deposition of Sandra Daus, all communications relating to any allegation that TinStar was fired by Linebarger.
- b. Whether Linebarger and Mardi Coston Jackson fully complied with the Non-Destruct letter dated September 29, 2017 emailed and received by Linebarger at 5:22PM on September 29, 2017. A copy of such Non-Destruct letter is attached hereto as Exhibit 1.
- c. Linebarger's discussions relating to the verification of affidavits by Sandra Daus, and in particular, whether employees of Linebarger could sign Sandra Daus' name to affidavits and whether employees of Linebarger could notarize a facsimile signature of Sandra Daus, not in her presence.
- d. Her knowledge of all conversations and communications involving Kevin Franks where Kevin Franks stated, wrote down, emailed, texted or rendered an opinion that Sandra Daus could have her signature on a verification not in the presence of a notary.
- e. The letters and correspondence including the correspondence between Kevin Franks and Sandra Daus;

- f. The letters and correspondence between Mardi Coston Jackson and any other partner or employee of Linebarger on the one hand and TinStar and/or Sandra Daus on the other hand.
- g. The thoughts, intentions, research, and practices regarding complying with Texas law relating to signing, verifying and filing Affidavits of Costs of Kevin Franks and Mardi Coston Jackson generally and in particular relating to TinStar and Sandra Daus.
- h. Linebarger's internal procedures, policies, and controls related to signing, verifying and filing Affidavits of Costs by both Linebarger and TinStar.
- i. Linebarger's use of the money from Affidavits of Costs originally filed by TinStar and not paid to TinStar.
- j. Linebarger's and Mardi Coston Jackson's refusal and/or failure to pay TinStar for the filed Affidavits of Costs.
- k. Mardi Coston Jackson's role as Litigation manager and her involvement and/or knowledge of zeroing out fees owed to TinStar as well as who authorized such zeroing out of fees owed to TinStar.

32. TinStar also asks permission to take document discovery, including serving subpoenas, to gather Linebarger's, Edward Lopez's, Rosalind Coston's, and Mardi Coston Jackson's and others' documents and electronic or magnetic data under Rule 196.4, relevant to the topics in paragraphs 11-24, and 29-33 as well as obtaining all recorded conversations between any Linebarger attorney, paralegal or staff and any member of TinStar, including but not limited to Sandra

Daus, Steve Russell and Dan Bryant. TinStar, in particular, seeks discovery of all phone calls (recorded and or transcribed), text messages and emails between Kevin Franks and Sandra Daus.

33. Pursuant to Rule 202.2(g), TinStar states its intention to take the depositions of Linebarger, Edward Lopez, Rosalind Coston, Mardi Coston Jackson, relating to possible breaches of contract, negligence, fraudulent misrepresentations, failure to disclose, violations of relevant laws and possible legal malpractice.

34. Allowing TinStar to take the depositions of Linebarger, Edward Lopez, Rosalind Coston, and Mardi Coston Jackson and to allow TinStar to conduct document discovery against Linebarger and the referenced individuals would likely create a benefit that would outweigh the depositions' burdens or expense. First allowing this discovery would permit TinStar to assess the conduct of Linebarger as it relates to TinStar. It would also allow TinStar to assess its position under state contracting law and to evaluate whether TinStar has claims for fraud, breach of contract, negligent misrepresentation, tortious interference, negligent misrepresentation or legal malpractice against Linebarger or Edward Lopez. Also, this discovery would permit TinStar to assess the conduct of Linebarger relating to any claim of improper verification of affidavits, both by Linebarger and TinStar. On the burden and expense side, these depositions and document discovery should not be more expensive than the same discovery conducted in litigation, but it may well spare the cost of litigation to the extent that such discovery will make the parties aware of who has misjudged this case. It may

well make TinStar decide litigation is unwarranted or not worthwhile or it may make Linebarger decide that this is a case better resolved than litigated.

35. Pursuant to Tex. R. Civ. P. 202.2(h), Petitioner would request a Court Order ordering the depositions pursuant to Tex. R. Civ. P. 199 on the topics outlined above, as well as issuance of a corresponding subpoena duces tecum on the topics outlined above.

VII. Conclusion and Prayer for Relief

Permitting Petitioner to take the above requested depositions will allow Petitioner to determine whether a claim should be pursued or if litigation should be instituted. Allowing the requested depositions will prevent a failure or delay of justice because it will allow Petitioner to more fully evaluate TinStar's potential claims. The benefit of allowing the depositions outweighs the burden or expense of the procedure because Petitioner does not know if a claim should be pursued or against whom, and the depositions can be completed in less than six hours, each. Allowing the depositions may provide sufficient information to lessen or even avoid litigation.

Wherefore, Petitioner respectfully prays that the Court set this matter for hearing, enter an order authorizing Petitioner to take the oral depositions of Edward Lopez, Rosalind Coston, and Mardi Coston Jackson and enter an order requiring Linebarger and Edward Lopez, Rosalind Coston, and Mardi Coston Jackson, to produce the documents requested one week prior to the time set for their depositions; and for any further relief, whether in law or in equity to which Petitioner may be justly entitled.

Respectfully submitted,

**LAW OFFICE OF MICHAEL F. PEZZULLI,
P.L.L.C.**

/s/ Michael F. Pezzulli

Michael F. Pezzulli
State Bar No. 15881900
880 Country Club Road
Fairview, Texas 75069
(972) 713-1300
michael@courtroom.com
www.courtroom.com

VERIFICATION

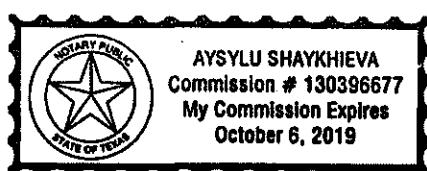
STATE OF TEXAS AS
Collin
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Sandra Daus, who after being duly sworn by me, states on oath that she is the duly authorized representative of TinStar Inc. dba TinStar Litigation Support and Title has personal knowledge of the facts set forth in *TinStar Title Inc. dba TinStar Litigation Support and Title's Verified Petition Requesting Depositions and Document Discovery to Investigate Potential Claims or Suit*, that she has read the forgoing factual statements contained therein and that they are true and correct. The legal theories and objections were prepared with the assistance of counsel.

**TinStar Title Inc. dba TinStar Litigation
Support and Title**

BY: Sandra Daus
Sandra Daus, its Vice President

Subscribed and sworn to before me on this the 10 day of January, 2018, to certify which witness my hand and official seal.



Notary Public in and for the State of Texas

EXHIBIT G

Cause No. TX-17-00386

DALLAS COUNTY, et al,
Plaintiffs

vs.

NAIL ROAD 1 LP; and
STEVEN M. STRONG,
Defendants

§
§
§
§
§
§
§
§
IN THE DISTRICT COURT
160th JUDICIAL DISTRICT
DALLAS COUNTY, TEXAS

AFFIDAVIT

My name is Steven M. Strong. I am over the age of twenty-one, have never been convicted of any crime involving moral turpitude, and am fully competent and authorized to make this Affidavit. The facts and statements herein are true and correct, and made upon information and belief and personal knowledge.

1. "My name is Steven M. Strong. I am the attorney for the Defendants in the above styled cause.
2. On May 24, 2017, Plaintiffs, through their attorney of record, served upon Defendants an Affidavit for Cost of Abstract filed in this cause on April 7, 2017 at 2:19:48 PM, purportedly signed by Sandra Daus on April 2, 2017 (the "Daus Affidavit").
3. I have been licensed to practice law in the state of Texas since 1987 and have continually so practiced since that time. I have 30 years of experience, knowledge, skill, training, education and expertise in the area of civil trial law. I am Board Certified in Civil Trial Law by the Texas Board of Legal Specialization and have been so certified since 2000. In my experience and career, I have

worked with, reviewed, drafted, read, prepared and filed hundreds, if not thousands, of affidavits, in general, in the civil litigation context. During my entire career, I have been familiar with, and worked with, Sections 18.001 & 18.002 of the Texas Civil Practice & Remedies Code and affidavits concerning cost and necessity of services (the so-called “18.001 Affidavit”). Throughout my entire career and as my case(s) have required in any particularly lawsuit or threat of lawsuit, researched Texas case law on 18.001 Affidavits. I am familiar with both the form and substance requirements of 18.001 Affidavits in Texas, per Sections 18.001 & 18.002 of the Texas Civil Practice & Remedies Code as well as Texas case law, as well as the procedural requirements concerning the same. I am also familiar with statutory and case law requirements of affidavits in general as well as statements under oath. I am familiar with the legal standards in Texas for 18.001 Affidavits and affidavits in general.

4. I have reviewed the Daus Affidavit in the context of both Texas case law as well as Sections 18.001 & 18.002 of the Texas Civil Practice & Remedies Code. Based upon my education, training and experience as a civil litigator in Texas for 30 years and my status as a Board Certified Civil Trial lawyer in Texas, it is my opinion that the Daus Affidavit does not satisfy the legal standard for 18.001 Affidavits or affidavits in general in Texas.

5. The Daus Affidavit does not include an itemized statement of the service and charge as required by 18.001(c)(3) of the Texas Civil Practice & Remedies Code. As such, the Daus Affidavit is deficient and does not meet the legal standard for 18.001 Affidavits in Texas. Based upon this deficiency, as well as other information gathered and learned regarding Sandra Daus, the Daus Affidavit and Plaintiffs’ counsel, the Defendants intend to controvert, at trial, all statements, claims, amounts and representations in the Daus Affidavit as well as the creation, execution and notarization of the same.

6. On June 16, 2017, the oral deposition of Sandra Daus was taken in this cause (the “Daus Deposition”). In the Daus Deposition, Daus testified that (i) she did not perform any of the work or services represented in the Daus Affidavit, (ii) she does not know how the amount(s) for the fees requested in the Daus Affidavit are/were determined or set or calculated, or what factors were or are used to set or establish the amount of fees requested in the Daus Affidavit but instead believes that the rate for fees in the Daus Affidavit is/are “set by the court”, and (iii) she did not sign or execute the Daus Affidavit before or in the presence of the purported notary Richard Dean Lambert Sr. or any other notary or officer authorized to administer oaths. Given the above, it is my opinion that the Daus Affidavit is deficient and does not meet the legal standard for 18.001 Affidavits in Texas or the legal standard for valid affidavits in general in Texas.

7. In the Daus Affidavit, it states that Daus is associated with “Tin Star Litigation Support & Title” also known as “TNT” per Daus. In searching the records and filings of the corporate division of the Texas Secretary of State’s office, there is no corporate entity registered in the state of Texas by the name of either Tin Star Litigation Support & Title or TNT. There is no domestic entity formed or registered in Texas nor is there any foreign entity registered to transact business in the state of Texas by either of those names; Tin Star Litigation Support & Title, or TNT. Accordingly, Tin Star Litigation Support & Title and TNT would be, at best, assumed names for a person or entity. As such, it is Daus herself, individually and in her individual capacity, that is the person at issue with respect to both the work and services represented to have been performed in the Daus Affidavit, as well as with regard to the oath and veracity of the statements and representations in the Daus Affidavit. During my entire career, I have worked with and researched the concept of individual vs. corporate liability and capacity. Under Texas law, in general, and with respect to the Daus Affidavit, there is a difference between individual capacity and corporate or entity capacity.

Operating under an assumed name does not create a separate legally recognized capacity entity in Texas. Filing an assumed name certificate or notice does not create a separate legally recognized capacity or entity in Texas. At all times relevant to, and in all acts and omissions relevant to, the Daus Affidavit, it is my opinion that Daus was acting and operating as an individual and in her individual capacity as Sandra Daus.

8. Additionally, in my 30 years of civil trial practice in Texas, I have been involved with literally thousands of cases and lawsuits in Texas. In most of those cases, court costs were either sought or plead for as part of the requested judgment or finding of the court. Consequently, I have worked with and researched the issue court costs and recovery (or denial) of the same. The items and categories of costs most commonly used and referred to as "court costs" or "costs of court" in Texas civil practice, are found in Section 31.007 of the Texas Civil Practice & Remedies Code. That section does not specifically provide for, or otherwise allow for (in my opinion), inclusion or recovery of Daus' fee in the Daus Affidavit, as court costs. Section 33.48 of the Texas Tax Code identifies the costs and expenses recoverable by taxing authorities in lawsuits for delinquent property taxes. Section 33.48 of the Texas Tax Code does not, in my opinion, allow for the Plaintiffs, or Plaintiffs' counsel or firm, or Daus, to recover the Daus fee attested to in the Daus Affidavit.

9. In my capacity as counsel for the Defendants and based upon my education, training and experience in the practice of civil trial law in Texas for 30 years, it is my opinion that the Daus Affidavit is insufficient to carry or accomplish any legal standard or burden of proof, under Sections 18.001 and 18.002 Texas Civil Practice & Remedies Code or otherwise, relative to any claim or recovery for any amount of fees, costs or services addressed in the Daus Affidavit. It is my opinion that, according to prevailing statutory and case law in Texas, the Daus Affidavit is factually and

legally insufficient to support a finding by a judge or jury of the amount, charge or fee attested to in the Daus Affidavit or any other amount, charge or fee.

FURTHER THE AFFIANT SAYETH NOT."

VERIFICATION

**STATE OF TEXAS }
 }
COUNTY OF DALLAS }**

BEFORE ME, the undersigned authority, personally appeared **Steven M. Strong**, who either is known personally to me, or, provided me with a drivers license or social security card to verify his identity, and thereafter was duly sworn on his oath, deposes and states that he has read the foregoing instrument and that the facts contained therein are true and correct and within his personal knowledge.

Steven M. Strong

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 23rd day of June, 2017, to certify which witness my hand and seal of office,

Notary Public in and for
The State of Texas

